



TECHNICAL ADVISORY COMMITTEE (TAC) AGENDA

Wednesday, February 24, 2021 at 10:00 a.m.

MASKS ARE REQUIRED IN THE TRANSIT CENTER

MEETING LOCATION:

Citrus County Transit Center, 1300 Lecanto Highway, Lecanto, FL

AGENDA

A CALL TO ORDER

1. Moment of Silence
2. Pledge of Allegiance
3. Introduction of Committee Members and Staff
4. Declaration of Quorum/Reading of the Notice

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

C REVIEW/APPROVAL OF MINUTES – 1/12/2021

D CORRESPONDENCE/INFORMATIONAL ITEMS

1. MPO Office Space
2. MPO Funding Update
3. Media release from January 25, 2021 MPO meeting

E DISCUSSION ITEMS

1. FY 2022/2023 List of Priority Projects (LOPPS)
2. FY 2021-FY 2022 UPWP – 2nd Year Amendment

F ACTION ITEMS

1. FY 2021-FY 2022 UPWP Amendment/5305(d)
2. FY 2021 FTA Certifications and Assurances

G CITIZEN COMMENTS

H COMMITTEE MEMBER COMMENTS

I MPO STAFF COMMENTS

J ADJOURNMENT AND NEXT MEETING – The next regular meeting of the TECHNICAL ADVISORY COMMITTEE (TAC) will be held on Wednesday, April 21, 2021, at 10:00 a.m. at Hernando County Building Training Facility, 1661 Blaise Drive, Brooksville, FL

The meeting agenda and back-up materials are available online at:

www.hernandocounty.us/hernandocitrusmpo.

C REVIEW OF MINUTES

The minutes from the Tuesday, January 12, 2021 TAC Meeting are attached for review and approval.

Attachment: Draft TAC Meeting Minutes from Tuesday, January 12, 2021

**HERNANDO/CITRUS METROPOLITAN PLANNING
ORGANIZATION TECHNICAL ADVISORY COMMITTEE
(TAC)**

Meeting Minutes – January 12, 2021

The Hernando/Citrus Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) held a regular meeting on Tuesday, January 12, 2021. The meeting was advertised in the Tampa Bay Times and the Citrus Chronicle and the agenda was available online at: www.hernandocountyus.com/hernandocitrusmpo.com.

MEMBERS PRESENT:

Walt Eastmond, Citrus County Engineering
Chris Mundell, Hernando County School District Transportation
David Gordinier, Hernando County Public Works
Chris DeAnnuntis, TBARTA
Jannina Stampfli, Hernando County Transit
Greg Rice, City of Inverness Community Development
Lori Hall, Citrus County Transit

OTHERS IN ATTENDANCE:

Steve Diez, MPO Executive Director
Carlene Riecss, Transportation Planner III
Cayce Dagenhart, Transportation Planner II
Terri Saenz, Administrative Assistant III
Siaosi Fine, Florida Turnpike
Roger Roscoe, Florida Department of Transportation

A. CALL TO ORDER

Vice Chair Eastmond called the meeting to order at 10:00 a.m.

A quorum was declared.

Introductions were made.

B. ANNUAL ELECTION OF OFFICERS – TECHNICAL ADVISORY COMMITTEE

1. Nomination and Election of 2021 TAC Chairperson
[2020 it was Scott Herring from Hernando County, but it alternates to Citrus County this year]

Motion: Ms. Stampfli made a motion to recommend Mr. Eastmond. Mr. Gordinier seconded, and the motion carried unanimously.

2. Nomination and Election of 2021 TAC Vice-Chairperson
[2020 it was Walt Eastmond from Citrus County, but it alternates to Hernando County this year]

Motion: Mr. Gordinier made a motion to recommend Ms. Stampfli. It was seconded, and the motion carried unanimously.

C. APPROVAL/MODIFICATION OF AGENDA

No changes or modifications to the Agenda.

D. REVIEW/APPROVAL OF MINUTES – October 28, 2020

Motion: Ms. Hall made a motion to approve the minutes. Mr. Gordinier seconded, and the motion carried unanimously.

E. CORRESPONDENCE/INFORMATIONAL ITEMS

1. Florida Department of Transportation Presentation – Five-Year Tentative Work Program (FY 2022-2026)

Mr. Roscoe made a presentation on the tentative 5-year program. Highlights included:

- Right of Way -- US 41 from Live Oak Lane to Arlington
- Preliminary Engineering -- Cobb Rd. from Cortez to Brooksville Water Reclamation Dr
- Deferred Construction -- Cortez Blvd from Buck Hope Rd to Jefferson
- Resurfacing (Preliminary Engineering) – Ponce de Leon from Hernando County Line to US 19; Gulf to Lake Hwy from US 41 to Sumter County Line; US 98 from Spring Lake Hwy/Mondon Hill to Lockhart Rd; and US 98 at Mondon Hill Rd

Further information and comments can be made at: www.D7wpph.com

2. Florida's Turnpike Enterprise -- Five-Year Tentative Work Program (FY 2022-2026)

Mr. Fine with Florida's Turnpike gave an update on their 5-year program.

- Resurface Suncoast Parkway/SR 589 from MP 37.3 to MP 44.5 (milling and resurfacing, guardrail installation, signing, and pavement marking improvements) and MP 44.5 to MP 55.2 (Milling and resurfacing) – Hernando County.
- Construction of the Suncoast Parkway 2, from SR 44 to CR 486 (Four toll lanes will be provided. The project also includes extending the Suncoast Trail from US 98 to CR 486). – Citrus County. Construction is programmed for FY 2023.

3. TMA Leadership Group – Transit Funding Position Statement

This is informational only and this MPO is not part of the TMA (only Hillsborough, Pasco, and Pinellas Counties), but they issued a statement supporting the need to expand funding for the region's underfunded transit agencies rather than reallocating resources.

4. Unified Planning Work Program (UPWP) FY 2021-FY 2022 – Modification

The MPO is required to modify the UPWP when money is moved from one task to another. To accommodate a scope of services for the congestion management process to the MPO's General Planning Consultant, Kimley Horn and Associates, Inc., funding was shifted from task 3.4 to 3.8. The modification did not change the amount of the UPWP budget.

F. ACTION ITEMS

1. Safety Performance Measures – [Resolution 2021-01]

In 2018, the MPO adopted a resolution supporting FDOT's "Vision Zero" as an aspirational target for the safety measures with a 5% reduction based on a 5- year average. Mr. Diez reported based on new crash data there is an increase in crashes, fatalities, and serious injuries in Citrus and Hernando. Distracted driving, mainly driving off the road, has been identified as a major contributor associated with the increase reflected in the new crash data

Motion: Ms. Stampfli made a motion to approve. Mr. Rice seconded, and the motion carried unanimously.

2. Unified Planning Work Program – Goal Setting

The UPWP budget document is created every two (2) years and updated in the second year. The document identifies the work tasks of the Metropolitan Planning Organization's (MPO's) annual transportation planning effort with the proposed budget cost and funding sources.

FY 2021-FY 2022As we prepare for the second year, project tasks are being provided to the committee to review and comment. The budget for FY 2022 was estimated and will be amended upon receipt of the apportionment notice amount.

The UPWP was approved in May of 2020 and this is the second year that will be updated in May 2021 with a draft in March 2021.

STAFF RECOMMENDATION: It is recommended that the TAC review the project tasks outlined in the FY 2021- FY 2022 Unified Planning Work Program and identify and recommended additions or modifications to the MPO Board.

After discussion Mr. Diez stated the item did not require a motion.

3. Congestion Management Process – Scope of Services

This Congestion Management Process/State of the System scope includes the following tasks:

Task 1 - Level of Service Update which include developing motorized vehicle traffic count growth rates, generalized tables spreadsheets, existing (2020) and existing plus committed (2025) roadway motor vehicle LOS and reports using the latest available data to analyze congested corridors

Task 2 - Congestion Management Process (CMP) Update

This task helps address the Federal requirements for the CMP with emphasis on demonstrating the extent to which mobility options exist within congested corridors and identify strategies that may help reduce congestion and/or provide mobility options. This task also includes generating the Annual CMP State of the Systems Report.

Task 3 - Detailed analysis

The consultant will provide a detailed analysis on up to 3 specific locations to evaluate effectiveness of recommended strategies.

Task 4 - 2045 LRTP Amendment Assistance

As needed, the consultant will prepare one revised LRTP amendment.

The cost of all 4 tasks included in the scope is \$139,958.00 as outlined in Attachment A of the scope document.

Motion: Mr. Gordinier made a motion to approve. Ms. Stampfli seconded, and the motion carried unanimously.

G. CITIZEN COMMENTS

Chair Eastmond noted for the record that he did not ask for public comment as there was no public in attendance.

H. COMMITTEE/STAFF COMMENTS

Ms. Stampfli with The Bus reported ridership is increasing again. They are back to providing regular full service and fares are being generated again. They just purchased two new buses.

Ms. Hall with Citrus Transit reported they still have no orange line service (ID and fixed route) and are using those drivers to assist with paratransit and have expanded service 6am to 6pm. They are still offering no fare trips and recently ordered 2 new vans and 2 buses.

Mr. Eastmond reported that Citrus recently completed a 2-mile road widening project at CR 491 and SR 44. He complimented FDOT staff for their efforts on US Highway 19, the safe routes to school project/CR 581, Forest Ridge Boulevard, Withlacoochee State Trail reconstruction (huge project).

Mr. Gordinier stated that Hernando county also accomplished several safe routes to school projects in 2020 and they already have one completed in 2021. They will be starting on the second one in March. They have done a few resurfacing jobs over the last year, Shoal Line and Hernando Beach, and Croom Road. They are back to doing traffic studies; traffic volumes are down (due to COVID-19) and speeds are up. They continue getting complaints about people speeding in neighborhoods.

Mr. Mundell stated that the Hernando County School District has been greatly impacted by the pandemic. They have protocols in place and continue to address concerns as they arise. There have been some issues with parents' vehicles overcrowding the parking lots because a lot more parents are working from home. There is also concern about the McKinney-Vento kids, which are homeless children. They picked up six yesterday. If the allowance of rent payments on behalf of tenants due to the pandemic, subsidizes they risk seeing more children.

Mr. Diez asked about the JD Floyd Study which has to do with the school parking lot. Mr. Mundell did not know the status but will find out.

Discussion continued about the parents in both counties lining up in the parking lots hours before children are out of school, causing problems for parents/guardians needing to get their children from school for a doctor appointment prior to the end of the school day. Parents arguing and entering crosswalks with their vehicles when people are in them. Parents are afraid to utilize the school buses and if one child ends up with COVID, then other children that were sitting around that child need to be quarantined. Bus drivers are having to constantly update seating charts and luckily have videos from the buses to assist them.

Mr. Diez updated the committee that he will be retiring at the end of October.

- I. ADJOURNMENT AND NEXT MEETING** – The meeting concluded at 11:02 am. The next regular meeting of the TECHNICAL ADVISORY COMMITTEE (TAC) will be held on Wednesday, February 24, 2021, at 10:00 a.m. at Citrus County Transit Center, 1300 S Lecanto Highway, Lecanto, FL.

D CORRESPONDENCE/INFORMATION ITEMS

1. MPO Office Space

The Hernando/Citrus MPO has a lease agreement with the Hernando County Board of County Commissioners (BOCC)/Building Division (Landlord) for approximately 881 square feet of office space at 1661 Blaise Drive in Brooksville. The lease was initially executed on June 26, 2018 for a term of July 1, 2018 - June 30, 2019, with an option to renew for up to three (3) one year terms.

An extension was approved in February 2019, and again in April 2020 with an addition of office area. Staff is requesting the MPO Board authorize a request to extend the lease for another one year term. The cost of the annual lease is \$10,131.56 which is reimbursable under the MPO's Planning grant.

Attachments: N/A

2. MPO Funding Update

On January 19, 2021, the Citrus County BOCC discussed the MPO funding issue and agreed to participate in the operational funding of the MPO beginning in FY 2022. The MPO is funded by reimbursable grants.

An interlocal agreement is being developed between Hernando County, Citrus County and the MPO to finalize the arrangements.

Attachments: Citrus County agenda item

3. January 25, 2021, MPO Meeting Summary

For the TAC's information, please find a summary of issues discussed by the MPO at their January 25, 2021, meeting.

Attachments: 1/25/21 Media release



AGENDA MEMORANDUM

FROM:	Charles Oliver, County Administrator
UBJECT:	Funding for MPO
AGENDA DATE:	January 19, 2021

BRIEF OVERVIEW:

The Hernando Citrus County Metropolitan Planning Organization (MPO) and the Hernando County Commission have requested that Citrus County and the Cities of Inverness and Crystal River provide funding, i.e. working capital for the MPO. The request is \$50,000; per voting member (i.e. Citrus County - \$100,000; Crystal River - \$50,000; Inverness - \$50,000). The supporting documentation is attached.

FDOT stated, at the MPO meeting, that the turn-around time for payments is thirty (30) days from receipt of billing. Consequently, if the MPO bills in a timely manner there should not be a need for more than four (4) months of working capital. However, being conservative, we will assume six (6) months. The total expenditures for FY2020 were \$723,857 according to the Hernando/ Citrus Metropolitan Planning Organization Financial Report, compiled by Hernando County. Consequently, a total of \$400,000 in working capital should be sufficient.

Please note that if the Citrus County BOCC desires to provide some working capital we recommend that a Interlocal Agreement be developed between the parties that includes the following:

- a. The Hernando/ Citrus County MPO be setup as a stand-alone Special Revenue Fund. Currently, Hernando County includes Florida Boating, Health Department, Mosquito Control and several other programs with the MPO (the document is attached).
- b. The Agreement clearly spells out internal charges for services by Hernando County (legal, accounting, rent, utilities, etc.) Including hours billed and/or methodology proposed for the allocation costs.
- c. Specify that the total of receivables and fund balance, at the end of the year, must equal capital contributed by the entities starting September 30, 2021 and continuing in future years.
- d. A budget is presented and approved by the Hernando/ Citrus County MPO each year containing the above including internal service charges (legal accounting, rent, utilities, etc.)

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					\$0

RECOMMENDED ACTION:

Provide direction on the request for funding the MPO for FY 2020/2021 and related contracts or Interlocal Agreement



MEDIA RELEASE
Hernando/Citrus Metropolitan Planning Organization (MPO)
Meeting Summary – January 25, 2021

Lecanto Government Center
3600 W. Sovereign Path, Room 116
Lecanto, Florida 34461

- The MPO Board elected new officers for the 2021 calendar year. Commissioner Jeff Kinnard representing Citrus County was elected as Chair, Commissioner Jeff Holcomb representing Hernando County was elected as Vice-Chair.
- Chairman Jeff Kinnard was appointed to the TBARTA MPO Chairs Coordinating Committee (CCC); Commissioner Jeff Holcomb was appointed as the alternate.
- Commissioner Beth Narverud was appointed to the Florida MPO Advisory Council (MPOAC); Commissioner Ruthie Davis Schlabach was appointed as the alternate.
- Commissioner John Allocco will continue as Chair of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB).
- Commissioner Ruthie Davis-Schlabach is the designated Chair of the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB).
- The Florida Department of Transportation (FDOT) District 7 presented their Tentative Five-Year Work Program for FY 2022 – FY 2026. The Program includes planning activities, preliminary engineering, right of way acquisition, construction, and public transportation projects within the Hernando/Citrus MPO Planning area.
- The Florida's Turnpike Enterprise District 7 presented their Tentative Five-Year Work Program for FY 2022-2026 to the MPO Board which includes planning activities, preliminary engineering, right of way acquisition, construction, and public transportation projects within the

Hernando/Citrus MPO Planning area.

- The MPO Board reappointed Sherry Bechtel of Inverness, Dennis Henize of Brooksville, and Scarlett Sharpe of Brooksville to the Bicycle Pedestrian Advisory Committee.
- The Board reappointed David Douglas and Stephen Brown to the Citrus County Transportation Disadvantaged LCB. The Board approved Deirdre Barrett-LaBelle of the Early Learning Coalition as the alternate for Sandra Woodard, filling the "Representative for Children at Risk" position.
- Shanika Figueroa Rodriguez of the Hernando County Schools was appointed to the TDLCB, filling the "Representative for Children at Risk" position.
- The MPO Board passed Resolution 2021-01 to establish Safety Performance Measure Targets. This resolution establishes the short-term target of a 5% per year reduction in traffic fatalities and serious injuries. The Hernando/Citrus MPO supports FDOT's target for eliminating traffic related fatalities and serious injuries in the State of Florida; and the MPO will plan program projects that contribute to the accomplishment of said targets.
- Phase I (Task 1 and 4) of the Congestion Management Process scope of work in the amount of \$62,256 was approved by the MPO Board. Kimley Horne and Associates is the consultant on this project.

The next MPO meeting is scheduled for: Thursday March 18, 2021,
at 1:30 pm in the Lecanto Government Building, 3600 W.
Sovereign Path, Room 166 Lecanto, Florida 34461.

Please Contact the Hernando/Citrus MPO at (352) 754-4082 for more information

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E DISCUSSION ITEMS

1. FY 2022/2023 List of Priority Projects

Every year, the MPO is required to submit an annual list of Priority Projects (LOPP) to the FDOT prior to October 1. The FY 2021/2022 LOPPs were approved by the MPO on July 9, 2020 and provided to the FDOT for development of their Tentative FY 2022-FY 2026 Work Program.

The LOPPs are typically provided to the committees and MPO in the spring to begin review and refinement. Although the submittal date is October 1, 2021 for the new LOPPs, the FDOT encourages the MPO to provide them earlier if possible.

To begin facilitating discussion, we are providing the committee the FY 2021/2022 LOPPs for review and comment.

No formal action is required at this time.

Attachments: FY 2021/2022 LOPP Lists

Hernando/Citrus MPO FY 2021/2022 List of Priority Projects (LOPP)

Transportation Alternative Projects (TA) Under Production

MPO Adoption Date: July 9, 2020

<i>Current Rank</i>	<i>FPN Resp. Agency</i>	<i>Project/Corridor</i>	<i>From</i>	<i>To</i>	<i>Area</i>	<i>Project Type</i>	<i>Project Phase/Year</i>
Production	4372642 / FDOT	GNT Gap Connector Trail - Multi-Use Trail	SR50/Cortez Blvd.	GNT	HC/COB	ST	CST 2022
Production	4395091 /FDOT	Deltona Blvd. - Sidewalk	Elgin Blvd.	SR 50	HC	TA	CST 2022
Production	4337141 /FDOT	E. Linden Dr.- Sidewalk	Coronado Dr.	Spring Hill Dr.	HC	TA	CST 2021
Production	4374841 /FDOT	W. Landover Blvd.	Northcliffe Blvd.	Elgin Blvd.	HC	TA	CST 2023
Production	4395081 /FDOT	Elgin Blvd. - Sidewalk	Deltona Blvd.	Mariner Blvd.	HC	TA	CST 2022
Production	4386511 /FDOT	S Linden Dr. - Sidewalk	County Line Rd.	Spring Hill Dr.	HC	TA	CST 2024
Production	4375141 /FDOT	US 19/SR 55/S. Suncoast Blvd. - Multi-Use Trail	Hernando/Citrus County Line	W. Green Acres St.	CC/CR	RRR	CST 2021
Production	4396981 /FDOT	Forest Ridge Elementary - Phase I Sidewalk	W. Norvell Bryant Hwy (CR 486)	W. Lake Beverly Dr.	CC	SRTS	CST 2021
Production	4411041 /FDOT	N Turkey Oak Dr.	SR 44	US 19	CC/INV	SRTS	CST 2021
Production	4411071 /FDOT	Eastside Elementary - Sidewalk	w/n 2 mile radius of school		HC	SRTS	CST 2024
Production	4411031 /FDOT	Fox Chapel Middle School - Sidewalk	w/n 2 mile radius of school		HC	SRTS	CST 2024

**Hernando/Citrus MPO FY 2021/2022 List of Priority Projects (LOPP)
Transportation Alternative Projects (TA)**

MPO Adoption Date: July 9, 2020

Rank	FPN/Responsible Agency	Project/Corridor	From	To	Area	Project Type	Project Phase/Year
1	4433581 /FDOT	Withlacoochee State Trail (WST) - Rehabilitation	Hernando/Citrus County Line	Citrus/Marion County Line	CC	TA	RRR 2021
		Section d (6.38 Miles)	Citrus/Hernando County Border	Floral City	CC	TA	RRR 2021
		Section e (6.97 Miles)	Floral City	North Apopka Ave.	CC	TA	RRR 2021
		Section f (5.07 Miles)	North Apopka Ave.	Norvell Bryant Hwy.	CC	TA	RRR 2021
		Section g (5.05 Miles)	Norvell Bryant Hwy.	CR 491	CC/INV	TA	RRR 2021
		Section h (5.34 Miles)	CR 491	Citrus/Marion County Border	CC	TA	RRR 2021
2	4411051 /FDOT	Forest Ridge Elementary - Phase II Sidewalk	W. Lake Beverly Dr.	Colbert Dr	CC	SRTS/TA	PE 2024
3		Rock Crusher Sidewalk	W. Homosassa Trail (CR490)	W. Gulf to Bay Hwy (SR44)	CC	TA	No Application
4		Sunshine Grove Rd. - Sidewalk	Ken Austin Pkwy.	Hexam Rd.	HC	TA	Application Submitted
5		Three Sisters Springs Connector - Multi-Use Trail	US 19/Kings Bay Drive	486 Trail	CC/CR	TBD	Application Submitted
6		California St./Powell Rd. - Sidewalk	Spring Hill Dr./California St.	Powell Rd./Rowan Rd.	HC	TA	Application Submitted
7		Ft. Island Trail - Multi-Use Trail	Gulf of Mexico	Three Sisters Trail	CC/CR	TBD	Consultant Study Complete/ETDM
8		Cobblestone Dr. - Sidewalk	Pinehurst Dr.	County Line Rd.	HC	TA	Application Submitted
9		Sugarmill Woods - Multi-Use Trail along US 98	Oak Village Blvd.	Trailhead/Parking lot near the Suncoast Parkway II	CC	TA	No Application
10		W. Linden Dr. - Sidewalk	Spring Hill Dr.	Mariner Blvd.	HC	TA	Application Submitted
11		W. Cardinal St. - Sidewalk	US 19 (S. Suncoast Blvd.)	S. Lecanto Hwy (CR 491)	CC	TA	No Application
12		Amero Ln. - Sidewalk	Coronado Dr.	Anderson Snow Rd.	HC	TA	Application Submitted
13		E. Vine St.& E. Gospel Is. Rd.- Sidewalk	N. Apopka Ave.	W. Gulf to Lake Hwy (SR 44)	CC	TA	No Application
14		Nightwalker Rd. - Sidewalk	Cortez Blvd. (SR 50)	Madrid Rd.	HC	TA	Application Submitted
15		N. Independence Hwy. - PS/Sidewalk	E. Gulf to Lake Hwy (SR 44)	N. Florida Ave (US 41)	CC	TA	No Application
16		Good Neighbor Trail (GNT) - Rehabilitation	Jefferson St.	Jasmine St.	COB/HC	TA	Application Submitted
17		US 19 Trailhead & Crossing	Crosstown Trail at US 19 - (In City of Crystal River)		CC/CR	TA	No Application
18		Withlacoochee State Trail (WST) – Reconstruction	Pasco/Hernando County Line	Citrus/Hernando County Line	HC	TBD	No Application
		Section a (3.15 Miles)	Pasco/Hernando Border	SR 50	HC	TBD	No Application
		Section b (5.15 Miles)	SR 50	Croom Rd.	HC	TBD	No Application
		Section c (5.90 Miles)	Croom Rd.	Hernando/Citrus Border	HC	TBD	No Application
19		South Apoka Connector - Phase I	Dampier St.	Highland Blvd.	CC/INV	TA	No Application
20		Suncoast Trail/U.S. 98 - Trailhead/Restroom	Suncoast Trail/US 98		HC	TA	No Application
21		W. Halls River Rd. (CR 490A) - Sidewalk	S. Riverview Circle	US 19 (S. Suncoast Blvd.)	CC	TA	No Application
22		Spring Hill Dr. - Sidewalk	US 19	Ken Lake Ave.	HC	TA	No Application
23		Eden Dr. Connector/Sidewalk	WST	Martinis Dr.	CC/INV	TA	No Application
24		Spring Hill Dr. - Sidewalk	Spring Park Way	US 41	HC	TA	Application Submitted
25		Forest Dr. Sidewalk	W. Main St. (SR44)	Independence Hwy.	CC	TA	No Application
26		Turner Camp Rd./Ella Ave. - PS/Sidewalk	US 41	Inverness MS	CC	TA	No Application

Rank	FPN/Responsible Agency	Project/Corridor	From	To	Area	Project Type	Project Phase/Year
27		Citrus Springs Blvd. - Bicycle Lane/PS	Dunklin Blvd.	W. Deltona Blvd.	CC	TA	No Application
28		Suncoast Trail (SCT) – Rehabilitation	County Line Road	US 98	HC	TA	Application Submitted
		Section a	County Line Road	Spring Hill Drive	HC	TBD	Application Submitted
		Section b	Spring Hill Drive	SR 50	HC	TBD	Application Submitted
		Section c	SR 50	US 98	HC	TBD	Application Submitted
		Section d	Centralia Rd.	US 98	HC	TBD	Application Submitted
29		Elkcam Blvd. - Bicycle Lane/PS	Pine Ridge Blvd	N Citrus Springs Blvd.	CC	TA	No Application
30		Pine Ridge Blvd. - Multiuse Trail	CR 486	CR 491	CC	TA	No Application
31		South Apoka Connector - Phase II	Highland Blvd.	E Anna Jo Dr.	CC/INV	TA	No Application
32		Mossy Oak Sidewalk	US 41 and Eden Dr.	WST	CC	TA	No Application
33		Sugarmill Woods Bicycle Lane along:			CC	TA	No Application
		Section a. W. Oak Park Blvd.	Shoppes at Sugarmill Woods	Corkwood Blvd.	CC	TA	No Application
		Section b. Cypress Blvd. E	W. Oak Park Blvd.	Cypress Circle E	CC	TA	No Application
		Section c. Corkwood Blvd.	W. Oak Park Blvd.	Cypress Blvd. E	CC	TA	No Application
34		Suncoast Parkway - Ext. to 486	SR 44 trail extension	CR 486 trail	CC	TA	ROW issues
35		W. Miss Maggie Dr. (CR 480) - Sidewalk/PS	Chassowitzka River Campground	US 19 (S. Suncoast Blvd.)	CC	TA	ROW issues
36		North Ave. - Sidewalk	Howell Ave.	Zoller St.	COB	TA	ROW issues
37		Kass Circle Improvements	Kass Circle		HC	TA	Under Review

Legend

Code	Definition	Code	Definition	Code	Definition
CC	Citrus County	OGT	Office of Greenways & Trails	ST	SUNTrail Funding
COB	City of Brooksville	P	Programmed for a production phase	TA	Transportation Alternatives
CR	Crystal River	PE	Preliminary Engineering/Design	TBD	To Be Determined
CST	Construction	PS	Paved Shoulders	U	Unranked
GNT	Good Neighbor Trail	ROW	Right-of-Way	WST	Withlacoochee State Trail
HC	Hernando County	RRR	Resurfacing, Restoration and Rehabilitation		
INV	Inverness	SRTS	Safe Routes to School		

**HERNANDO/ CITRUS MPO
MAJOR IMPROVEMENT and CONGESTION MANAGEMENT PROJECTS
FY 2021/2022 LIST OF PRIORITY PROJECTS**

MPO Adoption Date: July 9, 2020, (Updated July 24, 2020 to move 257165 4 into production)

Current Rank	FPN	Agency	Facility	From	To	Activity	Project Phase	Year	Cost
Production	411011 2,3,4	FDOT	I-75 (SR 93)	Pasco County	Sumter County	Add 2 lanes (existing 4)	DESIGN BUILD	UNDERWAY	\$140,379,975
Production	405270 1,3,4	FTE	Suncoast Parkway II (SR 589)	US 98	SR 44	New 4 lane Toll Road	CONST	UNDERWAY	\$191,085,178
Production	442764 1	FTE	Suncoast Parkway II (SR 589)	SR 44	CR 486	New 4 lane Toll Road	CONST	2023	\$102,499,431
Production	405822 2	FDOT	US 19 (SR 55)/US 98	W. Green Acres St.	W. Jump Ct.	Add 2 lanes (existing 4)	CONST	UNDERWAY	\$29,268,982
Production	405822 3	FDOT	US 19 (SR 55)/US 98	W. Jump Ct.	W. Fort Island Trail	Add 2 lanes (existing 4)	CONST	UNDERWAY	\$37,962,912
Production	416733 2	FDOT	SR 50 Bypass	CR 485 (Cobb Rd.)	W. of Buck Hope Road	Add 2 lanes (existing 4)	CONST	2023	\$11,192,916
Production	416735 1	FDOT	SR 50 Bypass	W. of Buck Hope Road	Jefferson Street (50A)	Add 2 lanes (existing 4)	CONST	2024	\$36,932,171
Production	257165 3	FDOT	US 41 (SR 45) (N. Florida Ave.)	SR 44 (E. Gulf to Lake Hwy.)	S of Withlacoochee Trail Bridge	Add 2 lanes (existing 2)	CONST	2023	\$14,985,303
Production	257165 4	FDOT	US 41 (SR 45) (N. Florida Ave.)	S of Withlacoochee Trail Bridge	Live Oak Ln.	Add 2 lanes (existing 2)	CONST	2025	\$16,472,772
Production	442835 1	FDOT	SR 50 (Cortez Blvd.)	US 301/SR 35 (Treiman Blvd.)	Hernando/Sumter Co. Line	Add 2 lanes (existing 2)	CONST	2022	\$54,317,918

**HERNANDO/ CITRUS MPO
MAJOR IMPROVEMENT and CONGESTION MANAGEMENT PROGRAMS
FY 2021/2022 LIST OF PRIORITY PROJECTS**

MPO Adoption Date: July 9, 2020 (Updated July 24, 2020 to move 257165 4 into production)

Rank	FPN	Agency	Facility	From	To	Activity	Project Phase	Year	Cost
1		FDOT	US 41 (SR 45) (N. Florida Ave.)	S of Withlacoochee Trail Bridge	SR 200 (N. Carl G Rose Hwy.)	Add 2 lanes (existing 2)			
1	257165 5	FDOT	US 41 (SR 45) (N. Florida Ave.)	Live Oak Ln.	Arlington St.	Add 2 lanes (existing 2)	ROW		
1	257165 2	FDOT	US 41 (SR 45) (N. Florida Ave.)	E. Arlington St.	SR 200 (N. Carl G Rose Hwy.)	Add 2 lanes (existing 2)	Advanced ROW	UNDERWAY	
2		FDOT	US 98 Realignment to CR 485/Cobb Rd	US 98 (Ponce de Leon Blvd.)	SR 50 (Cortez Blvd.)	Add 2 lanes (existing 2)			
3	LF	Citrus Co.	Croft Ave.	SR 44 (E. Gulf to Lake Hwy.)	E. Hayes St.	Add 2 lanes (existing 2)			
4		FDOT	US 41/SR 50A One Way Pairs	W. of Mildred Ave.	US 41/SR 50A intersection	Complete Streets	TO BE IMPLEMENTED AFTER US98 REALIGNMENT COMPLETED		
5	LF	Citrus Co.	CR 490A (W. Grover Cleveland Blvd.)	US 19 (SR 55)/US 98	CR 491 (S. Lecanto Hwy.)	Add 2 lanes (existing 2)			
6	438613 1	FDOT	US 41 (SR 45) (Broad St.)	Spring Hill Dr.	Powell Rd.	Add 2 lanes (existing 4)			
7	LF	Citrus Co.	CR 491 (N. Lecanto Hwy.)	W. Pine Ridge Blvd.	US 41/SR 45	Add 2 lanes (existing 2)			
8	LF	Citrus Co.	CR 490 (Homosassa Trail)	US 19 (SR 55)/US 98	SR 44 (W. Gulf to Lake Hwy.)	Add 2 lanes (existing 2)			
9	4058225	FDOT	US 19 (SR 55)/US 98	Cardinal Street	Green Acres	Add 2 lanes (existing 4)			
10		FDOT	SR 200 (N Carl G. Rose Hwy)	US 41	Marion County Line	Add 2 lanes (existing 2)			

Legend

Code	Definition
CONST	Construction
PD&E	Project Development and Environment
PE	Preliminary Engineering/Design
ROW	Right-of-Way
LF	Local Funds
U	Unranked

E DISCUSSION ITEMS

2. FY 2021-FY 2022 Unified Planning Work Program (UPWP) – Second Year Amendment

As required by the Federal Highway Administration (FHWA), the UPWP budget document is created every two (2) years and updated in the second year. The document identifies the work tasks of the Metropolitan Planning Organization's (MPO's) annual transportation planning effort with the proposed budget cost and funding sources.

As we begin review of the second year of the UPWP, the funding tables will be adjusted to reflect shifting between tasks and carry forward PL funds, which are anticipated to be approximately \$800,000, upon notification from the FDOT.

MPO staff has identified projects proposed for inclusion into the second year update:

1. Crystal River Bypass Study
2. Resiliency Study (Develop a vulnerability assessment to identify at risk and critical infrastructure)
3. Interactive Geographic Information System (GIS) For Mapping and Enhanced Public communication
4. Move funding into task 3.4 (Bicycle/Pedestrian) for Complete Streets Project - this will balance funding shift for the Congestion Management Process (CMP)
5. Provide funding in task 3.6 to begin autonomous, connected, electric shared vehicles (ACES) analysis.

A full draft document will be provided to the MPO committees on April 21, 2021, and their input will be provided to the MPO Board on May 13, 2021. At this time, we would welcome any input or suggestions for incorporation into the draft.

No formal action is required.

Attachments: N/A

F ACTION ITEMS

1 FY 2021-FY 2022 Unified Planning Work Program – Amendment/5305(d)

In its effort to address revenue reductions, the Florida Department of Transportation examined all program areas to stabilize the work program, maintain financial constraint, and preserve existing projects. As such, a decision was made to modify the FTA 5305(d) grant funding model by fulfilling the 5305(d) grant 20% non-federal share with transportation development credits (TDC) in lieu of state and local cash matches. As a result, changes to the UPWP ahead of the second year update are required prior to approval of the Public Transportation Grant Agreement (PTGA)/5305(d) agreement..

The FY 2021 PTGA agreement has been received in the amount of \$91,108. The following changes to the UPWP are required for the MPO to get the funds under contract:

1. Modify budget tables to show soft match and remove local match, and state match column for the FY 2021 allocation
2. Complete SF-424 application to reflect \$91,108 grant total
3. Approval of the FY 2021 PTGA for execution by the MPO Chairman
4. MPO Resolution approving the UPWP amendment

The FY 2021-FY 2025 Transportation Improvement Program (TIP) was modified to address the change from state and local match to be consistent with the UPWP amendment. The TIP change was considered an administrative modification which does not require formal approval.

STAFF RECOMMENDATION:

It is recommended the TAC recommend the MPO Board approve the UPWP Amendment to include the items outlined above.

Attachments: Budget tables, application, grant agreement

Fiscal Year 2021 Task Budget Detail												
Hernando/Citrus MPO Unified Planning Work Program (UPWP)												
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021												
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total	
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus		
ADMINISTRATION												
Task 1	Administration											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 230,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,667
B.	Travel											
	<i>Travel Expenses</i>		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
C.	Other Direct Expenses:		\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,295
	<i>Postage & Freight</i>	\$ 500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Rentals/Leases Buildings</i>	\$ 10,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Rentals/Leases Equipment</i>	\$ 1,500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Insurance</i>	\$ 120		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Repairs/Maintain Equipment</i>	\$ 300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Repair/Maintain Software</i>	\$ 900		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Printing (Copies)</i>	\$ 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Communications</i>	\$ 1,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Fees/Costs (Legal Services, Broadcasting)</i>	\$ 8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Fees/Costs (New Hires)</i>	\$ 175		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Office Supplies</i>	\$ 1,500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Books/Publications/Subscriptions</i>	\$ 600		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Education/Training</i>	\$ 1,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Equipment/Technology</i>	\$ 69,100		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total		\$ 328,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,962
DATA COLLECTION												
Task 2.1	Highway System Performance Surveillance											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 681
B.	Consultant Services											
	<i>Contract/Consultant Services</i>		\$ -	\$ -	\$ -	\$ 16,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 20,000
	Total		\$ 681	\$ -	\$ -	\$ 16,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 20,681
Task 2.2	Land Use and Socio-Economic Activities											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
	Total		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500

Fiscal Year 2021 Task Budget Detail											
Hernando/Citrus MPO Unified Planning Work Program (UPWP)											
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021											
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus	
PROJECT PLANNING											
Task 3.1 Transit Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 1,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,567
	Total		\$ 1,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,567
Task 3.2 Transportation Disadvantaged Coordination											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ 44,801
	B. Travel										
	<i>Travel Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 1,000
	C. Other Direct Expenses										
	<i>Other Direct Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 400
	Total		\$ 564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,222	\$ 22,415	\$ 46,201
Task 3.3 Short Range Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,891
	B. Consultant Services										
	<i>Contract/Consultant Services</i>		\$ -	\$ -	\$ -	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 25,000
	Total		\$ 15,891	\$ -	\$ -	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 40,891
Task 3.4 Bicycling/Pedestrian Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,253
	B. Consultant Services										
	<i>Contract/Consultant Services</i>		\$ -	\$ 31,108	\$ 7,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,886
	Total		\$ 15,253	\$ 31,108	\$ 7,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,139
Task 3.5 Transportation Improvement Program											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
	Total		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Task 3.6 Special Projects											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 14,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,870
	Total		\$ 14,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,870
Task 3.7 Long Range Transportation Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 16,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,484
	Total		\$ 16,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,484

Fiscal Year 2021 Task Budget Detail												
Hernando/Citrus MPO Unified Planning Work Program (UPWP)												
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021												
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total	
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus		
Task 3.8	Congestion Management Planning											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
B.	Consultant Services											
	<i>Contract/Consultant Services</i>		\$ 30,000	\$ 60,000	\$ 15,000	\$ 49,804	\$ 6,226	\$ 6,226	\$ -	\$ -	\$ -	\$ 167,256
	Total		\$ 35,000	\$ 60,000	\$ 15,000	\$ 49,804	\$ 6,226	\$ 6,226	\$ -	\$ -	\$ -	\$ 172,256
Task 4	Regional Coordination											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,979
B.	Consultant Services											
	<i>Annual allocation to CCC (funds to Hillsborough MPO) for Regional Planning Activities (Consultant Services)*</i>		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
C.	Travel											
	<i>Travel Expenses</i>		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
	Total		\$ 18,479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,479
Task 5	Public Outreach/Participation											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 31,198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,198
B.	Travel											
	<i>Travel Expenses</i>		\$ 1,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375
	Total		\$ 32,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,573
Tasks	Summary by Budget Category											
	Personnel Services		\$ 367,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ -	\$ 411,891
	Consultant Services		\$ 35,000	\$ 91,108	\$ 22,778	\$ 85,804	\$ 10,726	\$ 10,726	\$ -	\$ -	\$ -	\$ 256,142
	Travel		\$ 2,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ 3,875
	Other Direct Expenses		\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ -	\$ 97,695
	Total		\$ 502,824	\$ 91,108	\$ 22,778	\$ 85,804	\$ 10,726	\$ 10,726	\$ 23,222	\$ 22,415	\$ -	\$ 769,603

HERNANDO/CITRUS MPO

TABLE 2A - FUNDING SOURCES by TASK - UPWP FY 2021
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021

HERNANDO/CITRUS MPO TASK	FHWA		FY 2021 S5305d Contract NEW		FY 2020 S5305d Contract G1178			FDOT		Local Match	CTD	CTD	CTD	Total (less soft match)
	PL *	SU	FTA	FDOT Soft Match	FTA	ST	LOC	Soft	S5305d		HERN	CITRUS		
								Match	Cash Match		STATE	STATE		
ADMINISTRATION														
1 ADMINISTRATION	\$328,962							\$59,443						\$328,962
SUBTOTAL ADMINISTRATION	\$328,962	\$0	\$0	\$0	\$0	\$0	\$0	\$59,443	\$0	\$0	\$0	\$0	\$0	\$328,962
DATA COLLECTION														
2.1 HIGHWAY SYSTEM PERFORMANCE SURVEILLANCE	\$681				\$16,000	\$2,000	\$2,000	\$123	\$2,000	\$2,000				\$20,681
2.2 LAND USE & SOCIO-ECONOMIC DATA	\$2,500							\$452						\$2,500
SUBTOTAL DATA COLLECTION	\$3,181	\$0	\$0	\$0	\$16,000	\$2,000	\$2,000	\$575	\$2,000	\$2,000	\$0	\$0	\$0	\$23,181
PROJECT PLANNING														
3.1 TRANSIT PLANNING	\$1,567							\$283						\$1,567
3.2 TRANSPORTATION DISADVANTAGED PROG	\$564							\$102			\$23,222	\$22,415	\$45,637	\$46,201
3.3 SHORT-RANGE PLANNING EFFORT	\$15,891				\$20,000	\$2,500	\$2,500	\$2,872	\$2,500	\$2,500				\$40,891
3.4 BICYCLE/PEDESTRIAN PLANNING PROGRAM	\$15,253		\$31,108	\$7,778				\$2,756						\$54,139
3.5 TRANSPORTATION IMPROVEMENT PROGRAM	\$20,000							\$3,614						\$20,000
3.6 SPECIAL PROJECTS	\$14,870							\$2,687						\$14,870
3.7 LONG-RANGE PLAN UPDATE	\$16,484							\$2,979						\$16,484
3.8 CONGESTION MANAGEMENT PROCESS	\$35,000		\$60,000	\$15,000	\$49,804	\$6,226	\$6,226	\$6,325	\$6,226	\$6,226				\$172,256
SUBTOTAL PROJECT PLANNING	\$119,629	\$0	\$91,108	\$22,778	\$69,804	\$8,726	\$8,726	\$21,617	\$8,726	\$8,726	\$23,222	\$22,415	\$45,637	\$366,408
REGIONAL COORDINATION														
4 REGIONAL COORDINATION	\$18,479							\$3,339						\$18,479
SUBTOTAL REGIONAL COORDINATION	\$18,479	\$0	\$0	\$0	\$0	\$0	\$0	\$3,339	\$0	\$0	\$0	\$0	\$0	\$18,479
PUBLIC OUTREACH/PARTICIPATION														
5 PUBLIC OUTREACH/PARTICIPATION	\$32,573							\$5,886						\$32,573
SUBTOTAL PUBLIC OUTREACH/PARTICIPATION	\$32,573	\$0	\$0	\$0	\$0	\$0	\$0	\$5,886	\$0	\$0	\$0	\$0	\$0	\$32,573
PROGRAM GRAND TOTAL	\$502,824	\$0	\$91,108	\$22,778	\$85,804	\$10,726	\$10,726	\$90,860	\$10,726	\$10,726	\$23,222	\$22,415	\$45,637	\$769,603

HERNANDO/CITRUS MPO

TABLE 1A - MPO Agency Funding Participation - UPWP FY 2021
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021

TASK	FHWA	FTA	FDOT	FDOT	FDOT	Local Match	CTD	Total (less soft match)	Amount to consultant
			PL Soft Match	S5305d Soft Match	S5305d State Match				
ADMINISTRATION									
1 ADMINISTRATION	\$328,962		\$59,443					\$328,962	
SUBTOTAL ADMINISTRATION	\$328,962	\$0	\$59,443		\$0	\$0	\$0	\$328,962	\$0
DATA COLLECTION									
2.1 HIGHWAY SYSTEM PERFORMANCE SURVEILLANCE	\$681	\$16,000	\$123		\$2,000	\$2,000		\$20,681	\$20,000
2.2 LAND USE & SOCIO-ECONOMIC DATA	\$2,500		\$452					\$2,500	\$0
SUBTOTAL DATA COLLECTION	\$3,181	\$16,000	\$575		\$2,000	\$2,000	\$0	\$23,181	\$20,000
PROJECT PLANNING									
3.1 TRANSIT PLANNING	\$1,567		\$283					\$1,567	
3.2 TRANSPORTATION DISADVANTAGED PROG	\$564		\$102				\$45,637	\$46,201	
3.3 SHORT-RANGE PLANNING EFFORT	\$15,891	\$20,000	\$2,872		\$2,500	\$2,500		\$40,891	\$25,000
3.4 BICYCLE/PEDESTRIAN PLANNING PROGRAM	\$15,253	\$31,108	\$2,756	\$7,778				\$54,139	\$38,886
3.5 TRANSPORTATION IMPROVEMENT PROGRAM	\$20,000		\$3,614					\$20,000	
3.6 SPECIAL PROJECTS	\$14,870		\$2,687					\$14,870	
3.7 LONG-RANGE PLAN UPDATE	\$16,484		\$2,979					\$16,484	
3.8 CONGESTION MANAGEMENT PROCESS	\$35,000	\$109,804	\$6,325	\$15,000	\$6,226	\$6,226		\$172,256	\$167,256
SUBTOTAL PROJECT PLANNING	\$119,629	\$160,912	\$21,617	\$22,778	\$8,726	\$8,726	\$45,637	\$366,408	\$231,142
REGIONAL COORDINATION									
4.0 REGIONAL COORDINATION	\$18,479		\$3,339					\$18,479	\$5,000
SUBTOTAL REGIONAL COORDINATION	\$18,479	\$0	\$3,339	\$0	\$0	\$0	\$0	\$18,479	\$5,000
PUBLIC OUTREACH/PARTICIPATION									
5.0 PUBLIC OUTREACH/PARTICIPATION	\$32,573		\$5,886					\$32,573	
SUBTOTAL PUBLIC OUTREACH/PARTICIPATION	\$32,573	\$0	\$5,886	\$0	\$0	\$0	\$0	\$32,573	\$0
PROGRAM GRAND TOTAL	\$502,824	\$176,912	\$90,860	\$22,778	\$10,726	\$10,726	\$45,637	\$769,603	\$256,142

RESOLUTION 2021-02

**A RESOLUTION OF THE HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
AMENDING THE FISCAL YEAR 2020/21 - FISCAL YEAR 2021/22
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 2020/21 and Fiscal Year 2021/22; and,*

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

***NOW, THEREFORE, BE IT RESOLVED**, that the Hernando/Citrus Metropolitan Planning Organization (MPO) duly assembled in regular session this 18th day of March 2021, formally adopts the Unified Planning Work Program Amendment for Fiscal Year 2020/21 and Fiscal Year 2021/22 and authorizes submittal to State and Federal Agencies.*

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION**

Attest:

(SEAL)

Jeff Kinnard, MPO Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
MPO Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 401983-1-14-21	Fund(s): Work Activity Code/Function: 215	DU	FLAIR Category: 088774
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Object Code: 780000
Contract Number:	Federal Award Date:		Org. Code: 55072020729
CFDA Number: 20.505	Agency DUNS Number: 080109778		Vendor Number: F591155275017
CFDA Title:	Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research		
CSFA Number:	N/A		
CSFA Title:	N/A		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Hernando-Citrus MPO, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in in support of the MPO's UPWP, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$91,108. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$91,108 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

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

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

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

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

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
- i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b.** The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d.** When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Hernando-Citrus MPO

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Jeff Kinnard, DC

Name: Richard Moss, P.E.

Title: MPO Chairman

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin Hernandez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

Refer to Attached UPWP

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EXHIBIT B

Schedule of Financial Assistance

Refer to Attached UPWP

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT

(Section 5305(d): Metropolitan Transportation Planning Program)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5305(d) of the Federal Transit Act (49 U.S.C. 5305(d)) and Chapter 341, F.S.
2. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5305(d) funds.
3. **Adherence to Federal Planning Requirements.** The Agency shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).
4. **FTA Compliance.** The Agency shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this Agreement cannot be charged to the grant. Costs incurred by the Agency to prepare and file an application are not eligible Project costs.
5. **Formula Information.** This program is authorized under 49 U.S.C., Sections 5305, and USDOT, FTA Circular C 8100.1C, *Program Guidance and Application Instructions for Metropolitan Planning Program Grants*, dated September 1, 2008, as amended. The Intermodal Surface Transportation Efficiency Act of 1991, as amended (ISTEA) has divided Metropolitan Planning Program (MPP) authorizations into two categories: 80 percent is designated for basic MPP work, with the remaining 20 percent designated for supplemental assistance. FTA combines both the basic and supplemental MPP assistance for each state when FTA publishes its annual apportionment notice in the Federal Register. The ISTEA also prescribes different formulas for apportioning and allocating basic and supplemental MPP assistance, as described below:
 - a) Basic MPP Assistance.
 - 1) FTA apportions 80 percent of the available MPP assistance to the states, based on the ratio equal to the population in each state's urbanized areas divided by the total population in urbanized areas in all the states, as shown by the latest available decennial census prepared by the U.S. Bureau of the Census. If necessary, FTA is required to make adjustments to that formula to assure that each state is apportioned a minimum amount of .5 percent of this 80 percent basic assistance.
 - 2) Each state must then allocate its MPP assistance to its MPOs consistent with the FTA-approved formula the state has developed with its MPOs.

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b) Supplemental MPP Assistance.

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

c) Non-Federal Share (Soft Match).

- 1) The Department may use transportation development credits (TDC) as authorized by Title 23 U.S.C. (Section 120) to satisfy the required 20-percent non-federal share (soft match) as required by the FTA 5305(d) grant program. The MPO shall describe the use of the TDCs in the introduction of its 2-year UPWP and show the total amount of TDCs used to satisfy the 5305(d) non-federal share in the UPWP Summary Budget Tables.

Note particularly, that states must allocate to each of its MPOs at least as much MPP assistance as that MPO received in federal fiscal year 1991. The Department uses the federally published allocations to program and make available the

funding under the Section 5303 program to local agencies. The State program procedures Topic no. 725-030-040, Section 5303 Program, require the Districts to use the same federal allocations when preparing agreements with local agencies.

-- End of Exhibit E --

EXHIBIT F

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:

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

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

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

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

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

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

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

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

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EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.505

CFDA Title: Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research

***Award Amount:** \$91,108

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: N/A

****Award is for R&D:** No

*The federal award amount may change with amendments

**Research and Development as defined at 2 CFR §200.87

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

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

www.ecfr.gov

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

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141

www.dot.gov/map21

Federal Highway Administration – Florida Division

www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsr.gov

Fiscal Year 2021 Task Budget Detail												
Hernando/Citrus MPO Unified Planning Work Program (UPWP)												
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021												
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total	
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus		
ADMINISTRATION												
Task 1	Administration											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 230,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,667
B.	Travel											
	<i>Travel Expenses</i>		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
C.	Other Direct Expenses:		\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,295
	<i>Postage & Freight</i>	\$ 500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Rentals/Leases Buildings</i>	\$ 10,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Rentals/Leases Equipment</i>	\$ 1,500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Insurance</i>	\$ 120		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Repairs/Maintain Equipment</i>	\$ 300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Repair/Maintain Software</i>	\$ 900		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Printing (Copies)</i>	\$ 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Communications</i>	\$ 1,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Fees/Costs (Legal Services, Broadcasting)</i>	\$ 8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Fees/Costs (New Hires)</i>	\$ 175		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Office Supplies</i>	\$ 1,500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Books/Publications/Subscriptions</i>	\$ 600		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Education/Training</i>	\$ 1,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Equipment/Technology</i>	\$ 69,100		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total		\$ 328,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,962
DATA COLLECTION												
Task 2.1	Highway System Performance Surveillance											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 681
B.	Consultant Services											
	<i>Contract/Consultant Services</i>		\$ -	\$ -	\$ -	\$ 16,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 20,000
	Total		\$ 681	\$ -	\$ -	\$ 16,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 20,681
Task 2.2	Land Use and Socio-Economic Activities											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
	Total		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500

Fiscal Year 2021 Task Budget Detail											
Hernando/Citrus MPO Unified Planning Work Program (UPWP)											
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021											
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus	
PROJECT PLANNING											
Task 3.1 Transit Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 1,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,567
	Total		\$ 1,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,567
Task 3.2 Transportation Disadvantaged Coordination											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ 44,801
	B. Travel										
	<i>Travel Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 1,000
	C. Other Direct Expenses										
	<i>Other Direct Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 400
	Total		\$ 564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,222	\$ 22,415	\$ 46,201
Task 3.3 Short Range Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,891
	B. Consultant Services										
	<i>Contract/Consultant Services</i>		\$ -	\$ -	\$ -	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 25,000
	Total		\$ 15,891	\$ -	\$ -	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 40,891
Task 3.4 Bicycling/Pedestrian Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,253
	B. Consultant Services										
	<i>Contract/Consultant Services</i>		\$ -	\$ 31,108	\$ 7,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,886
	Total		\$ 15,253	\$ 31,108	\$ 7,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,139
Task 3.5 Transportation Improvement Program											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
	Total		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Task 3.6 Special Projects											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 14,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,870
	Total		\$ 14,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,870
Task 3.7 Long Range Transportation Planning											
	A. Personnel Services										
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 16,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,484
	Total		\$ 16,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,484

Fiscal Year 2021 Task Budget Detail												
Hernando/Citrus MPO Unified Planning Work Program (UPWP)												
Adopted May 14, 2020; Modified January 11, 2021; Amended March 18, 2021												
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2021-S5305d Contract (New)		FY2020-S5305d Contract G1178			Trans. Disadvantaged		Total	
				FTA	State Soft Match	FTA	State	Local	Hernando	Citrus		
Task 3.8	Congestion Management Planning											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
B.	Consultant Services											
	<i>Contract/Consultant Services</i>		\$ 30,000	\$ 60,000	\$ 15,000	\$ 49,804	\$ 6,226	\$ 6,226	\$ -	\$ -	\$ -	\$ 167,256
	Total		\$ 35,000	\$ 60,000	\$ 15,000	\$ 49,804	\$ 6,226	\$ 6,226	\$ -	\$ -	\$ -	\$ 172,256
Task 4	Regional Coordination											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,979
B.	Consultant Services											
	<i>Annual allocation to CCC (funds to Hillsborough MPO) for Regional Planning Activities (Consultant Services)*</i>		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
C.	Travel											
	<i>Travel Expenses</i>		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
	Total		\$ 18,479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,479
Task 5	Public Outreach/Participation											
A.	Personnel Services											
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 31,198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,198
B.	Travel											
	<i>Travel Expenses</i>		\$ 1,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375
	Total		\$ 32,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,573
Tasks	Summary by Budget Category											
	Personnel Services		\$ 367,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ -	\$ 411,891
	Consultant Services		\$ 35,000	\$ 91,108	\$ 22,778	\$ 85,804	\$ 10,726	\$ 10,726	\$ -	\$ -	\$ -	\$ 256,142
	Travel		\$ 2,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ 3,875
	Other Direct Expenses		\$ 97,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ -	\$ 97,695
	Total		\$ 502,824	\$ 91,108	\$ 22,778	\$ 85,804	\$ 10,726	\$ 10,726	\$ 23,222	\$ 22,415	\$ -	\$ 769,603

F ACTION ITEMS

2 FY 2021 FTA Certifications and Assurances

The Federal Transit Administration's (FTA) FY 2021 Annual Certifications and Assurances were posted on FTA's website on January 15, 2021.

As a recipient of federal funding for transit planning, the Hernando/Citrus MPO must submit the executed FY 2021 Certifications and Assurances to FTA within 90 days from the date of publication.

STAFF RECOMMENDATION:

It is recommended the TAC recommend approval of the FY 2021 FTA Certifications and Assurances to the MPO.

Attachments: FY 2021 Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

- (b) 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 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.
- (c) The undersigned shall require that the language of this certification 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.

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 such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Hernando/Citrus Metropolitan Planning Organization (MPO)

The Applicant certifies to the applicable provisions of categories 01–21. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs _____
- 13 State of Good Repair Grants _____
- 14 Infrastructure Finance Programs _____
- 15 Alcohol and Controlled Substances Testing _____
- 16 Rail Safety Training and Oversight _____
- 17 Demand Responsive Service _____
- 18 Interest and Financing Costs _____
- 19 Construction Hiring Preferences _____
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 21 Tribal Transit Programs _____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Hernando/Citrus Metropolitan Planning Organization (MPO)

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Jeff Kinnard, Hernando/Citrus MPO Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Hernando/Citrus Metropolitan Planning Organization (MPO)

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Garth Coller Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.