



Hernando/Citrus
Metropolitan Planning Organization
Regular Meeting
 ~ Minutes ~

March 18, 2021 1:30 p.m.

CALL TO ORDER

The meeting was called to order at 1:30 p.m. on Thursday, March 18, 2021, at the Lecanto Government Center, 3600 W Sovereign Path, Lecanto, Florida.

Attendee Name	Title	Attendance
Elizabeth Narverud	Member, Hernando County	Absent
John Allocco	MPO Vice-Chairman, Hernando County	Present
Robert Battista	Member, City of Brooksville	Present
Steve Champion	Member, Hernando County	Absent
Pat Fitzpatrick	Member, City of Crystal River	Excused
Jeff Holcomb	Member, Hernando County	Present
Jeff Kinnard	MPO Chairman, Citrus County	Present
Cabot McBride	Member, City of Inverness	Present
Ruthie Davis Schlabach	Member, Citrus County	Present
Joe Meek	Alternate Member, City of Crystal River	Present
Garth Coller	Hernando County Attorney	Present
Steven Diez	MPO Executive Director	Present
Carlene Riecss	Transportation Planner III	Present
Cayce Dagenhart	Transportation Planner II	Present
Theresia Saenz	Admin Assistant	Present

OTHERS:

Mike Zinn, Ken Frink, Mariselle Rodriguez, Roger Roscoe, Joanne Granger, Walt Eastmond, David Gordinier, Bud Osborn, Tyler Matthews.

Invocation

Mr. Meek led the invocation.

Pledge of Allegiance

Mr. Meek led the Pledge of Allegiance.

MPO Board & Staff Introductions

Introductions were made.

Enter Proof of Publication into the Record

Ms. Riecse read the proof of publication into the record.

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

Motion: A motion was made by Mr. McBride, to approve the March 18, 2021 agenda. The motion was seconded by Mr. Meek and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Cabot McBride, Member, City of Inverness
SECONDER:	Joe Meek, Member, City of Crystal River
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

APPROVAL OF MINUTES

Approval of Minutes for Regular Meeting of January 25, 2021

Motion: A motion was made by Ms. Davis Schlabach to approve the January 25, 2021 minutes. The motion was seconded by Mr. McBride and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Ruthie Davis Schlabach, Member, Citrus County
SECONDER:	Cabot McBride, Member, City of Inverness
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

CORRESPONDENCE TO NOTE/INFORMATIONAL ITEMS

MPO Meeting Summary from 01/25/21, and Updated Issue List

Mr. Diez noted the traffic signal at SR 200 and CR 491 in Citrus County should be operational by the end of November 2021.

MPO Quarterly Report - October 1, 2020- December 31, 2020

Mr. Diez indicated the quarterly report presented was through December 31, 2020. The report highlights the contracts the MPO currently has open. Also, the quarterly report reflects the ending fund balance.

Mr. Allocco asked how we are doing with our working capital.

Mr. Diez stated that as of December 31, 2020 our balance was \$451,496. At the next meeting we should have the quarterly report ending March 31, 2021.

APPOINTMENTS

Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) - Appointment

Motion: A motion was made by Ms. Davis Schlabach, to approve the appointment of Walter "Bud" Osborn as the Citrus County Veteran Services Representative. The motion was seconded by Mr. Kinnard and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Ruthie Davis Schlabach, Member, Citrus County
SECONDER:	Jeff Kinnard, MPO Chairman, Citrus County
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

Board Appointments - Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) and Citrus County Transportation Disadvantaged Local Coordinating Board (LCB)

Motion: : A motion was made by Mr. McBride, to approve the appointment of Cara Brunk to both the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) and the Citrus County Local Coordinating Board. The motion was seconded by Mr. Allocco and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Cabot McBride, Member, City of Inverness
SECONDER:	John Allocco, MPO Vice-Chairman, Hernando County
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

Citizens Advisory Committee (CAC) Appointment

Ms. Davis Schlabach made a motion to approve the appointment of Shavonna Reid to the Citizens Advisory Committee (CAC). The motion was seconded by Mr. Kinnard and carried unanimously.

RESULT: **ADOPTED [8 TO 0]**
MOVER: Ruthie Davis Schlabach, Member, Citrus County
SECONDER: Jeff Kinnard, MPO Chairman, Citrus County
AYES: Narverud, Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT: Champion
EXCUSED: Fitzpatrick

Motion: Ms. Davis Schlabach made a motion to approve the appointment of Shavonna Reid to the Citizens Advisory Committee (CAC). The motion was seconded by Mr. Kinnard and carried unanimously.

RESULT: **ADOPTED [7 TO 0]**
MOVER: Ruthie Davis Schlabach, Member, Citrus County
SECONDER: Jeff Kinnard, MPO Chairman, Citrus County
AYES: Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT: Narverud, Champion
EXCUSED: Fitzpatrick

ACTION ITEMS

Hernando/Citrus MPO Lease Agreement with Hernando County Board of County Commissioners (BOCC)/Building Division - Request to Renew

Motion: A motion was made by Mr. Holcomb to approve the renewal of the MPO lease agreement. The motion was seconded by Mr. McBride and passed unanimously.

RESULT: **ADOPTED [7 TO 0]**
MOVER: Jeff Holcomb, Member, Hernando County
SECONDER: Cabot McBride, Member, City of Inverness
AYES: Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT: Narverud, Champion
EXCUSED: Fitzpatrick

Unified Planning Work Program (UPWP) FY 2021-FY 2022 Second Year Amendment Discussion

Mr. Diez reported that the UPWP is the MPOs two year planning/budget document which is amended in the second year. The close-out funds from our previous UPWP (in the amount of \$803,307) are being incorporated into the second year update. With the close-out fund allocation, the following projects are proposed for inclusion:

- Crystal River Bypass Study
- Resiliency Study - Develop a vulnerability assessment to identify at risk and critical infrastructure.
- Autonomous, Connected, Electric, Shared vehicles (ACES) review and update for the MPO study area.

Mr. Diez stated that FDOT has been analyzing ACES as it relates to land use, planning and zoning, and design guidelines.

Mr. Allocco stated that these vehicles are not paying gas taxes so he was reluctant to approve a study which may take funding from others who are driving gas/hybrid vehicles and contributing to the road taxes.

- Interactive Geographic Information System (GIS) for Mapping and Enhanced Public communication -- the UPWP currently includes funding for a GIS interface. We would like to include enhancements to other areas of virtual public interaction which would expand the task description and cost.
- Move funding into task 3.4 (Bicycle/Pedestrian) for the Complete Streets Project - this will balance the funding shift for the Congestion Management Process (CMP).

Mr. Allocco requested staff coordinate with the Tampa Bay Regional Council regarding resiliency studies to avoid duplication of efforts.

Mr. Diez also indicated that staff is proposing to add County Line Road to our list of priority projects. He spoke with Pasco County who agrees it is a problem road and may consider moving it up on their list of priorities. Although it is unfunded at this point, FDOT will know that we are serious about this project.

Motion: A motion was made by Mr. Meek to approve inclusion of the proposed projects into the Unified Planning Work Program (UPWP) FY 2021 -- FY 2022 -- Second (2nd) Year Amendment. The motion was seconded by Ms. Davis Schlabach and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Joe Meek, Member, City of Crystal River
SECONDER:	Ruthie Davis Schlabach, Member, Citrus County
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

Unified Planning Work Program (UPWP) FY 2021-FY 2022 - Amendment/5305(d) funding

Mr. Diez indicated that the local match was removed from Federal Transit Administration (FTA) 5305(d) funding consequently, the UPWP must be amended to reflect the change. The UPWP amendment was reviewed by the TAC in February 2021.

Mr. Allocco asked whether the MPOs other advisory committees, Citizens Advisory Committee (CAC) and Bicycle Pedestrian Committee (BPAC), need to review this item. Mr. Diez stated that the CAC is designated to review MPO plans and programs; however, without a quorum, no action could be taken. The Bicycle Pedestrian Advisory Committee (BPAC) review is not required.

Motion: A motion was made by Mr. McBride, to approve the Unified Planning Work Program (UPWP) FY 2021 -- FY 2022 Amendment relating to 5305(d) Funding. The motion was seconded by Mr. Allocco and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Cabot McBride, Member, City of Inverness
SECONDER:	John Allocco, MPO Vice-Chairman, Hernando County
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

FY 2021 FTA Certifications and Assurances

Mr. Diez stated the Federal Transit Administration (FTA) Certifications and Assurances are required yearly by the MPO as a recipient of federal funding for transit planning.

Motion: A motion was made by Mr. Allocco, to approve the FY 2021 FTA Certifications and Assurances. The motion was seconded by Mr. Holcomb and passed unanimously.

RESULT:	ADOPTED [7 TO 0]
MOVER:	John Allocco, MPO Vice-Chairman, Hernando County
SECONDER:	Jeff Holcomb, Member, Hernando County
AYES:	Allocco, Battista, Holcomb, Kinnard, McBride, Schlabach, Meek
ABSENT:	Narverud, Champion
EXCUSED:	Fitzpatrick

CITIZENS COMMENTS

Ken Frink, City Manager stated he was happy that study of the Turkey Oak Bypass around Crystal River was being incorporated into the UPWP. The City has been contemplating this option for years, the City legislative initiative is interested as well. The Chamber of Commerce and businesses are supportive.

DIRECTOR'S CUT

Mr. Diez discussed Senate Bill 100 and potential impacts to plans in South Florida, extension of the Suncoast Parkway to US 19, as well as extension of the North Turnpike Connection.

Chairman Kinnard indicated he has been involved with the M-CORE groups relating to the Suncoast Extension, and the Turnpike Connector. There has been support for taking the Parkway north to Red Level and the Turnpike from Wildwood to connect to Suncoast Parkway at some point. Both Marion and Levy have no desire for these roads to occur. There was significant support for the ability to use the Duke Energy power line easement from Crystal River through Holder on the backside of Marion Oaks to I-75. Charles Lee from the Audubon Society supported moving some of the traffic off I-75 to US19 without cutting through green space.

Discussion ensued regarding plans to address traffic associated with emergency situations on US 19 if the Suncoast Parkway is terminated at Red Level.

Mr. Diez stated since all of the MPO business was addressed at this meeting, staff did not believe the April meeting was necessary. The MPO Board agreed to cancel the April meeting.

Mr. McBride suggested that representatives from the Florida's Turnpike Enterprise (FTE) attend these meetings in the future to provide updates.

BOARD COMMENTS

Mr. Allocco asked about the status of the roundabout at the intersection of Citrus Way and Ponce de Leon. Mr. Diez stated he saw utility crews working on his way to the meeting today. The roundabout should be constructed this year.

Mr. Allocco mentioned getting the financial reports more frequently, either monthly or bi-monthly. He stated if MPO staff is having difficulty getting those reports, they need to reach out to a board member for assistance.

Mr. Diez stated we will have the March reports at the next meeting.

Mr. Allocco stated those reports will not be as current as he is suggesting. He wants to see the most up to date reports.

ADJOURNMENT

Chairman Kinnard announced the next MPO meeting will be on May 13, 2021.

UPCOMING MEETINGS

The next regular meeting of the Metropolitan Planning Organization is scheduled for Thursday, May 13, 2021, beginning at 1:30 P.M., at the Citrus County Lecanto Government Building at 3600 W. Sovereign Path, Room 166, Lecanto, FL 34461.

The meeting agenda and back-up materials are available online at <http://hernandocountyfl.iqm2.com/citizens> or at www.hernandocounty.us/mpo.



**Hernando/Citrus
Metropolitan Planning Organization
Regular Meeting
3600 W. Sovereign Path, Room 166
Lecanto, FL 34461
~ Minutes ~**

Monday, January 25, 2021 1:30 PM

Call to Order

The meeting was called to order at 1:30 p.m. on Monday, January 25, 2021, at the 3600 W. Sovereign Path, Lecanto Government Center, Lecanto, Florida.

Attendee Name	Title	Attendance
Jeff Kinnard	MPO Chairman, Citrus County	Present
John Allocco	Member, Hernando County	Absent
Steve Champion	Member, Hernando County	Absent
Jeff Holcomb	MPO Vice-Chair, Hernando County	Present
Robert Battista	Member, City of Brooksville	Present
Pat Fitzpatrick	Member, City of Crystal River	Present
Cabot McBride	Member, City of Inverness	Present
Ruthie Davis Schlabach	Member, Citrus County	Present
Elizabeth Narverud	Member, Hernando County	Present
Garth Coller	Hernando County Attorney	Present
Steven Diez	MPO Executive Director	Present
Carlene Riecsc	Transportation Planner III	Present
Cayce Dagenhart	Transportation Planner II	Present
Theresia Saenz	Administrative Assistant III	Present

Invocation

Mr. McBride led the invocation.

Pledge of Allegiance

Mr. McBride led the Pledge of Allegiance.

MPO Board & Staff Introductions

It was noted that Elizabeth Narverud was the new MPO member from Hernando County Board of County Commissioners.

Please Silence Electronic Devices

Enter Proof of Publication into the Record

Mr. Diez read the proof of publication into the record.

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

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)

Motion: Mr. Kinnard moved to approve the agenda as presented. Mr. McBride seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

ANNUAL ELECTION OF MPO OFFICERS AND APPOINTMENTS -- 2021

MPO Board Chairman

Nomination of MPO Chairman from Citrus County

Motion: Ms. Davis Schlabach nominated Mr. Kinnard. Mr. Holcomb seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

MPO Board Vice-Chairman

Nomination of MPO Vice-Chairman from Hernando County

Motion: Mr. Kinnard nominated Mr. Holcomb. Ms. Davis Schlabach seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Annual Election of TBARTA MPO Chairs Coordinating Committee (CCC) for 2021

- Mr. Kinnard was nominated as Representative.
- Mr. Holcomb was nominated as Alternate.

Motion: Mr. McBride made a motion and Mr. Fitzpatrick seconded. The motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Schlabach, Narverud

Annual Election of TMA Leadership Representative for 2021

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)

Steve Diez nominated as the Representative.

Motion: Mr. McBride made a motion. A second was made, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Annual Election of Florida MPO Advisory Council (MPOAC) Representative for 2021

Chairperson Kinnard suggested new MPO members be elected.

Beth Narverud nominated as Representative.

Motion: Mr. Holcomb made a motion and Chairman Kinnard seconded. The motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Annual Election of Florida MPO Advisory Council (MPOAC) Alternate for 2021

Ruthie Davis Schlabach nominated as Alternate.

Motion: Chairman Kinnard made a motion and Mr. McBride seconded. The motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Annual Election of TDLCB Chairman for 2021

Mr. Diez stated that Commissioner Allocco was reappointed as Chair by the Hernando County BOCC.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Annual Election of LCB Chairman for 2021

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)

Mr. Diez stated that Commissioner Davis Schlabach appointed as Chair by the Citrus County BOCC.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

APPROVAL OF MINUTES -- December 10, 2020

Motion: Mr. Fitzpatrick moved to approve the December 10, 2020 meeting minutes as presented. Ms. Davis Schlabach seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

CORRESPONDENCE TO NOTE/INFORMATIONAL ITEMS

1. MPO Press Release/Meeting Summary and Issue List from December 10, 2020 Meeting

Mr. Diez stated it was only informational and asked for any questions. There were none.

2. TMA Leadership Group - Transit Funding Position Statement

Mr. Diez stated the Tampa Bay Transportation Management Area (TMA) issued a statement to remind everyone of the lack of funding dedicated to transit. He asked for comments or questions and there were none.

PRESENTATIONS AND DISCUSSION

Florida Department of Transportation (FDOT) Tentative Five-Year Work Program - FY 2022-2026

Mr. Hall with FDOT, District 7 commented that this presentation is just the highlights of projects that have had funds added, decreased or have been deferred. If a project was previously seen in the past year it is still in the work program. Total funding over the next 5 years of \$250 million between the two (2) counties. Safety is their number one priority then preservation and multimodal.

Mr. Hall confirmed that the US 41 Bridge is programmed to be replaced in FY 2025. The bridge will be designed as a 4-lane facility matching the US 41 widening Clarification on construction and/or repair projects at Crystal River and Inverness airports; Citrus County FTA funding was discussed.

Discussion that construction of the overpass bridge in Dunnellon on US 41 has begun. Mr. Hall directed the Board to their website (www.d7wpph.com <<http://www.d7wpph.com>>) to see more detail on the specific work programs for each county. It is Google driven and you can type in your address to see all projects going on in each county.

Florida's Turnpike Enterprise (FTE) - Tentative Five-Year 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.

The Suncoast Parkway project from SR 44 to CR 486, has programmed funds to begin construction in FY '23.

Metropolitan Planning Organization (MPO) Budget

This item was a continuation from the MPO December meeting proposing that Citrus County provide additional funding to the MPO budget. Mr. Kinnard stated that the Citrus BOCC agreed to fund the additional \$250,000 to the \$450,000 already provided by Hernando BOCC to bring the MPO operating capital budget up to \$700,000. They would like to see some standalone budget in the Comprehensive Annual Financial Reports (CAFRs) so their county administrator can see the expenses and revenues with a line item for all MPO related expenses. The attorneys from Hernando County will draft an interlocal agreement, with review by both legal departments.

Unified Planning Work Program - Goal Setting for Update

Mr. Diez reported that UPWP sets out the programs and projects for the MPO under FY '21 and FY '22. MPO staff will be updating the 2nd year later this year. The nonmotorized traffic counts are for bikes and pedestrians as he has inquiries on how many people are using the trails. There will be a total of four (4) purchased, with two (2) installed on the Suncoast and two (2) installed on the Good Neighbor Trail. The Withlacoochee State Trail has been conducting their own counts for years. These numbers are used by Economic Development/ Tourism. Motorized Traffic counts will be conducted in both counties. Now is the time for any projects the Board would like to see addressed. MPO staff will present a draft at the March meeting for adoption in May. There was discussion on how to include the Turkey Oak Bypass study in the UPWP. Mr. Diez answered that the UPWP would have to be amended.

MPO COMMITTEE/COORDINATING BOARD MEMBER APPOINTMENTS

Bicycle Pedestrian Advisory Committee (BPAC) - Member Appointments

- Reappoint Ms. Scarlett Sharpe -- Hernando County Citizen one (1) at large position for a 2-year term to expire on 02/19/23
- Reappoint Ms. Sherry Bechtel -- City of Inverness position for a 2-year term to expire on 2/19/23
- Reappoint Mr. Dennis Henize -- Hernando County Citizen one (1) at large position for a 2-year term to expire on 2/19/23
- Appoint Sergeant Anthony Belmonte - (to replace Sergeant Kelly Brown) as the representative from the Hernando County Sheriff's office. There is no term expiration on agency representatives.

Motion: Mr. Fitzpatrick motioned to approve. Mr. McBride seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) - Member Appointments

Recommendation that the following individuals be appointed to the Citrus County Transportation Disadvantaged Local Coordinating Board, for a 3-year term expiring January 31, 2024:

- Mr. David Douglas, Regular Member, Citrus County Citizen
- Mr. Stephen Brown, Regular Member, Citrus County Citizen, Disabled
- Ms. Deirdre Barrett-LaBelle, Alternate, Children at Risk (Early Learning Coalition)

Motion: Mr. Fitzpatrick moved to approve. Ms. Davis Schlabach seconded, and the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach, Narverud

Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) - Member Appointment

Recommendation that the MPO Board appoint the following individual to the Hernando County Transportation Disadvantaged Local Coordinating Board for a three (3) year term:

- Ms. Shanika Figueroa Rodriguez - Representing Children at Risk

Motion: Mr. Holcomb moved to approve. Mr. Battista seconded, and the motion carried unanimously.

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)

RESULT: **ADOPTED [UNANIMOUS]**
AYES: Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach,
 Narverud

ACTION ITEMS

FDOT Target for FHWA Safety Performance Measures - Annual Requirement Adoption by Resolution

Motion: Ms. Davis Schlabach motioned for the safety performance measures to be approved as presented. Mr. McBride seconded, and the motion passed unanimously.

RESULT: **ADOPTED [UNANIMOUS]**
AYES: Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach,
 Narverud

Consultant Work Scope/Kimley Horn and Associates Congestion Management Process

It was recommended the MPO approve the Consultant Work Scope of Services for the Congestion Management Process/State of the System Report and authorize MPO staff to issue a Notice to Proceed to the Consultant, Kimley Horn and Associates, Inc. for Tasks 1 and 4 (to be known as Phase I) in the amount of \$62,921.

Motion: Mr. McBride motioned to approve. Mr. Fitzpatrick seconded, and the motion passed unanimously.

RESULT: **ADOPTED [UNANIMOUS]**
AYES: Kinnard, Holcomb, Battista, Fitzpatrick, McBride, Davis Schlabach,
 Narverud

CITIZENS COMMENTS

Chair Kinnard asked for public comment. There was none.

DIRECTOR’S CUT

The meeting on February 18th was cancelled by the MPO.

Mr. Diez stated he presented Beverly Howard from the Citizens Advisory Board (CAC) with an award for the Vision Zero Hero Award. He nominated her for her work on getting a multi-use trail put in along US 19. This was part of the Safe Streets Summit.

BOARD COMMENTS

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)

There were no Board comments.

ADJOURNMENT

The meeting was adjourned at 2:48 p.m.

UPCOMING MEETINGS

The next regular meeting of the Metropolitan Planning Organization tentatively scheduled for February 18, 2021, was cancelled. The next meeting will be Thursday, March 18th at 1:30 p.m. at 3600 W. Sovereign Path, Room 166, Lecanto, FL.

Minutes Acceptance: Minutes of Jan 25, 2021 1:30 PM (APPROVAL OF MINUTES)



AGENDA ITEM

TITLE

MPO Meeting Summary from 01/25/21, and Updated Issue List

BRIEF OVERVIEW

The meeting summary from the January 25, 2021, meeting, and updated issue list are attached for the Board's information.

FINANCIAL IMPACT

This item is for informational purposes only and no formal action is required by the Hernando/Citrus MPO Board.

REVIEW PROCESS

Carlene Riecsc	Completed	02/08/2021 12:58 PM
Cayce Reagin Dagenhart	Completed	02/09/2021 2:44 PM
Steven Diez	Completed	02/08/2021 1:11 PM
Garth Coller	Completed	02/22/2021 11:05 AM
Theresia Saenz	Completed	02/22/2021 2:16 PM
MPO	Completed	03/18/2021 1:30 PM



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

#

MPO ISSUES LIST

Issue	Date	Detail	Status	Comments
MPO Budget	8/20/2019 9/17/2019 10/30/2019 7/9/2020 9/10/2020 12/10/2020 01/25/2021	MPO Budget and funding needs	Agreement to address funding is in development	<p>At their January 19, 2021, meeting, the Citrus County BOCC voted to participate in the operational funding of the MPO in the amount of \$250,000.</p> <p>An interlocal agreement is being developed for review and approval by the Citrus BOCC, Hernando BOCC and MPO. The goal is to have the funding agreement approved and in place by the FY 2022 budget cycle.</p> <p>This item will remain on the list until the agreement has been finalized.</p>
Signal at SR 200 and CR 491	6/11/2020 10/12/2020	Identified need for a signal at SR 200 and CR 491	Construction is planned	<p>FDOT has indicated the push button contract is scheduled to be awarded by the end of February. Based on the contract, the traffic signal should be fully operational by the end of November 2021.</p>

Issue	Date	Detail	Status	Comments
Traffic signal US 19 and Hexam Road	1/30/2018	Safety concerns, FDOT was asked for a signal	Anticipated start Feb/Mar 2021	Design is underway and FDOT anticipates advertising using their Push Button Contract in Oct/Nov 2020. Anticipated start Feb/Mar 2021. Hernando BOCC entered into a funding agreement with FDOT on July 28, 2020 to provide \$300,000 to the FDOT toward the project.
	12/10/2019			
	4/7/2020			
	5/19/2020			
	7/28/2020			
8/17/2020	HDR is working on the design. The project is on schedule to be started in late 2021.			
10/12/2020				
12/09/2020		This will be on the next push button contract to be let, possibly in late January 2021.		
02/10/2021			Construction is still a few months out and will probably get done toward the end of the 2021.	
Traffic signal US 19 and St. Andrews	1/30/2018	Concern regarding number of severe crashes	Anticipated Start July 6, 2020	The signal became operational on February 8, 2021.
	10/2/2019			
	4/7/2020		Operational 02/08/21	
	5/19/2020			
	9/10/2020			
10/12/2020				

Issue	Date	Detail	Status	Comments
<p>JD Floyd Elementary</p>	<p>12/12/2018 8/20/2019 2/8/2020 2/26/2020 9/24/2020 12/09/2020 01/28/2021 02/10/2021</p>	<p>Traffic is backing up on local roads</p>	<p>Under Review</p>	<p>A joint school Board meeting was held in December 2019 to discuss school related issues. Hernando County Engineer indicated further study of JD Floyd and Explorer K8 is planned to identify potential remedies to the traffic back up. The school board indicated they hired an Architectural Firm to do master planning studies at 3 campuses that have additional land available that may provide capacity solutions (Brooksville Elementary, JD Floyd and Westside Elementary)</p> <p>The project is in the hands of the consultant. DPW has not received anything from them yet. The contractor will begin work on this at the first of the year.</p> <p>Consultant is scheduled to begin soon.</p> <p>Still waiting on the consultant.</p>
<p>US 19 Trail (Green Acres to Jump Court)</p>	<p>1/30/2018 8/17/2020</p>	<p>Verify timing of trail Timing</p>	<p>FDOT has verified trail will occur</p>	<p>Based on the FDOTs FY 2020-2024 Work program, construction of the 10' wide trail is scheduled for completion in Spring 2021.</p>

Attachment: 03-18-21 Issue Update (17957 : MPO Meeting Summary from 01/25/21 MPO meeting, and

MPO BOARD ISSUES – ADDRESSED

Issue	Date	Detail	Status	Comments
Intersection of US 19 and CR 550	9/18/2018	Request for south bound turn lane onto US 19	Right turn lane cannot be installed	There is inadequate right of way at this intersection to construct a right turn lane.
Anderson Snow Road Sidewalk	12/12/2018 1/15/2019	Safety concerns students	Application is not being amended at this time	TA application was submitted for Amero Lane sidewalk. Discussion occurred re: amending the Amero application to include Anderson Snow
Committee Quorums	5/15/2019	MPO issues with quorums	Monitoring	The MPO was experiencing committee quorum issues. New members have been added which is helping the issue. Item will continue to be monitored.

Attachment: 03-18-21 Issue Update (17957 : MPO Meeting Summary from 01/25/21 MPO meeting, and



AGENDA ITEM

TITLE

MPO Quarterly Report - October 1, 2020- December 31, 2020

BRIEF OVERVIEW

The Quarterly Financial Report for the period October 1, 2020-December 31, 2020 is attached.

FINANCIAL IMPACT

No formal action by the MPO Board is required.

REVIEW PROCESS

Carlene Riecsc	Completed	03/02/2021 4:33 PM
Cayce Reagin Dagenhart	Completed	03/03/2021 8:15 AM
Steven Diez	Completed	03/03/2021 8:17 AM
Mary Elwin	Completed	03/03/2021 9:18 AM
Garth Coller	Completed	03/08/2021 8:58 AM
Theresia Saenz	Completed	03/08/2021 11:19 AM
MPO	Completed	03/18/2021 1:30 PM



HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

Financial Report

For the period ending December 31, 2020

Attachment: MPO Grants Financial Report 1QFY21 Final (17956 : MPO Quarterly Financial Report)

Prepared by the Hernando County Planning Department

Introduction

The Hernando/Citrus Metropolitan Planning Organization (MPO) operates pursuant to its Unified Planning Work Program (UPWP), a fiscal biennial budget/program document adopted by the MPO Board and approved by the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The current UPWP is for the period July 1, 2020 through June 30, 2022 and establishes the program projects activities to be undertaken and the amount of funding to be received for them from local, state, and federal sources.

In 2014, an Administrative Services Agreement was approved between Hernando County and the MPO Board which is utilized for certain support services described therein. Pursuant to the Agreement, Hernando County accounts for the funds and in 2015 a special fund was established by the Hernando County Board of County Commissioners (HCBC) creating a separate Fund 1031 specifically for the MPOs financial activities only. As part of that process, the HCBC transferred from its General Fund the amount of \$450,000 as a one-time loan to serve as cash flow for the MPO to pay its bills until expenses are reimbursed through federal and state grants. The loan would be re-paid to the HCBC if the MPO would cease to exist or otherwise dissolve. It is reflected in the County's Comprehensive Annual Financial Report (CAFR) as an advance from the General Fund and shown as a one-time, long-term loan.

Financial Summary

Shown on the following pages are the expenditure reports for each of the departments reflected in the MPO Fund 1031 and the Balance Sheet ending December 31, 2020. The financial data contained herein was produced from the County's accounting systems.

Department 34055 (PL Section 112)
 Department 34057 (Section 5305d)
 Department 34056 (Transportation Disadvantaged Grant – Hernando County)
 Department 34059 (Transportation Disadvantaged Grant – Citrus County)
 Department 01761 (Non-Grant, Local)

Contract Status

Contract #G1M00 PL Funding (Department 34055)

The PL Contract #G1M00 began July 1, 2020 and is the new funding agreement for the FY21-FY22 UPWP. The contract is currently \$502,824 for each year for a combined total of \$1,005,648 for the two-year cycle.

Contract #G1I78 S5305d (Department 34057)

The Section 5305d funding source involves reimbursement of eligible expenses from the Federal Transit Administration, Florida Department of Transportation, and local funds. Commitments and purchases under this contract are expected during the second

quarter of federal fiscal year 2021. The agreement amount is \$107,256. It currently has an expiration date of June 30, 2022.

Contract #G1N49 Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) (Departments 34056)

The Transportation Disadvantaged grant funding from the Florida Commission for Transportation Disadvantaged (CTD) was approved in Contract #G1N49 in the amount of \$23,222 for Hernando County transportation disadvantaged planning and services. A meeting of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) was held in Hernando County on November 18, 2020. This contract expires June 30, 2021.

Contract #G1N24 Citrus County Local Coordinating Board (Department 34059)

The Transportation Disadvantaged grant funding from the Florida Commission for Transportation Disadvantaged (CTD) was approved in Contract # G1N24 for Citrus County in the amount of \$22,415. This contract expires June 30, 2021. A meeting of the Citrus County Local Coordinating Board was advertised and scheduled for November 19, 2020, in Citrus County; however, due to the lack of a quorum, the meeting was not conducted.

Quarterly Reports for Fiscal Year Ending December 31, 2020

The Quarterly Reports for FY21 are attached. Please note that this report does not include adjustments which are only recorded at year end in accordance with generally accepted accounting principles as determined by the Government Accounting Standards Board.

Hernando/Citrus Metropolitan Planning Organization
Quarterly Financial Summary of Fund 1031
 Period Ending December 31, 2020

Revenue & Expenses:	Oct-Dec 20	Total FY21
Beginning Fund Balance	\$330,414	
Revenue		
Grants		
PL Funding G1M00	\$0	\$0
Section 5305d Funding	\$0	\$0
Transportation Disadv Grant (Hern)	\$0	\$0
Transportation Disadv Grant (Citrus)	\$0	\$0
Local	\$0	\$0
Other		
Transportation Disadv Contract Serv	\$0	\$0
Grant Match- Citrus	\$0	\$0
Grant Match- Hernando	\$0	\$0
Interest	\$994	\$994
Change in Fair Market Value		\$0
Total Revenue	\$994	\$994
Expense		
Personnel Services		
Salaries & Fringes	\$94,836	\$94,836
Operating Expenses		
Consultant Services	\$0	\$0
Travel	\$0	\$0
Other Direct Expenses:		
Contracted Services	\$0	\$0
Communication Services	\$254	\$254
Postage & Freight	\$46	\$46
Rentals/Lease-Equipment	\$236	\$236
Rentals/Lease-Buildings	\$844	\$844
Insurance	\$66	\$66
Repair/Maint-Equipment	\$0	\$0
Repair/Maint-Software	\$600	\$600
Printing & Binding	\$301	\$301
Advertising	\$332	\$332
Fees/Costs	\$61	\$61
Office Supplies	\$110	\$110
Operating Supplies	\$0	\$0
Books/Publications/Subscrip	\$0	\$0
Dues/Memberships	\$0	\$0
Education/Training	\$30	\$30
Uncap Equip \$1K-\$5K TECH	\$0	\$0
<i>Subtotal Other Direct Expenses</i>	\$2,880	\$2,880
Capital Expenses	\$0	\$0
Total Expense	\$97,715	\$97,715
Total Accruals	-\$217,804	-\$217,804
Net Change	\$121,082	\$121,082
Ending Fund Balance	\$451,496	*See Notes

Awaiting payment of invoices processed by Grantors.

Note: The financial statements are reported using the modified accrual basis of accounting. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements. Under this method expenditures are generally recorded when a liability is incurred, and revenues are recognized as soon as they are both measurable and available. Accrual entries do not necessarily have an immediate impact on related cash flows.

Attachment: MPO Grants Financial Report 1QFY21 Final (17956 : MPO Quarterly Financial Report)



AGENDA ITEM

TITLE

Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) - Appointment

BRIEF OVERVIEW

The MPO is the designated planning agency for the TDLCB and LCB and is authorized to appoint member representatives to each Board.

The composition of the Local Coordinating Board is established by Chapter 41-2, Florida Administrative Code. There are 18 membership positions which include an elected official from the service area, local agency representatives and citizen representatives.

The Citrus County Veteran's Services Representative position has been vacant on the LCB Board for approximately 2 years. An application from Mr. Walter "Bud" Osborn was received along with a recommendation from the County Veteran Services Manager, Philip Watson.

FINANCIAL IMPACT

None

LEGAL NOTE

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

RECOMMENDATION

It is recommended that the MPO Board approve the appointment of Walter "Bud" Osborn as the Veteran's Services representative to the LCB for a term of 3 years, expiring 3/18/24.

REVIEW PROCESS

Carlene Riecsc	Completed	02/11/2021 4:03 PM
Cayce Reagin Dagenhart	Completed	02/17/2021 2:45 PM
Steven Diez	Completed	02/17/2021 2:49 PM
Garth Coller	Completed	02/22/2021 11:03 AM

Theresia Saenz	Completed	02/22/2021 12:55 PM
MPO	Completed	03/18/2021 1:30 PM

Rec 1-22-2021



BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Walter "Bud" Osborn Home Phone 352/726-7809

Address: 3358 S. College Ave Cell Phone _____

Business Phone: _____ Fax: _____ Email Bud and WANCIE Osborn, 88, 87

Place of Employment: Retired

Board/Committee Applied for: CITRUS COUNTY TRANSPORTATION BOARD

Specific Position on Board/Committee Applied for: VETERAN REPRESENTATIVE

How long have you lived in Citrus County: Years 20 Months _____

In which commission district do you reside? 1 2 3 4 5 (circle one)

Do you currently hold public office? Yes _____ No

Do you now serve, or have you ever served on a Citrus County board or committee? Yes No _____

Please list the Committee/Boards:

VETERANS ADVISORY Bd { MAAB

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held) SERTOMA

Education: 14 Plus

Experience: 40 RESTAURANT

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES NO _____

DATE 1-16-21 SIGNATURE Walter Osborn

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: 02 11 21 Osborn - Veteran (18001 : Citrus County Local Coordinating Board Appointment)



Board of County Commissioners

Department of Community Services

Veteran Services

2804 W. Marc Knighton Court, Key # 13
Lecanto, FL 34461

PH 352-527-5915
FX 352-527-5916

February 11, 2021

Recommendation for Walter "Bud" Osburn to the MPO

It is with great pleasure that I write to you and recommend Bud Osburn as a candidate for your board. I have worked with Bud over the last two years, mostly through the Citrus County Veterans Advisory Board. Bud is actively involved in many programs that support our local veterans, which makes him well suited for a position on your board. Thus, I recommend Bud Osburn without reservation

Philip Watson
County Veteran Service Manager
352-527-5915

For more information on Citrus County Veterans Office, log onto www.bocc.citrus.fl.us/commserv/vets.

Attachment: Veterans recommendation (18001 : Citrus County Local Coordinating Board Appointment)



AGENDA ITEM

TITLE

Board Appointments - Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) and Citrus County Transportation Disadvantaged Local Coordinating Board (LCB)

BRIEF OVERVIEW

The MPO is the designated planning agency for the TDLCB and LCB and is authorized to appoint member representatives to each Board.

The composition of the Local Coordinating Board is established by Chapter 41-2, Florida Administrative Code. There are 18 membership positions which include an elected official from the service area, local agency representatives and citizen representatives.

The Department of Elderly Affairs position has been vacant on both the TDLCB and the LCB for some time. We have recently been assigned an agency representative, Cara Brunk, to serve on both Boards. Formal approval by the MPO Board is needed to add Ms. Brunk to the roster.

FINANCIAL IMPACT

None

LEGAL NOTE

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

RECOMMENDATION

It is recommended that the MPO Board approve the appointment of Cara Brunk representing the Department of Elderly Affairs/Area Aging Elder Options to the TDLCB and the LCB. No term expiration applies to agency representatives.

REVIEW PROCESS

Carlene Riecsc	Completed	02/01/2021 10:43 AM
Cayce Reagin Dagenhart	Completed	02/01/2021 10:46 AM
Steven Diez	Completed	02/01/2021 10:51 AM

Garth Coller	Completed	02/02/2021 8:28 AM
Theresia Saenz	Completed	02/12/2021 8:26 AM
MPO	Completed	03/18/2021 1:30 PM

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
BOARD COMMITTEE APPLICATION**

(Please type or print clearly.)

Name Cara Lee Brunk
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? No Citrus County? No For how long? N/A

Do you reside WITHIN the city limits of Brooksville? No Crystal River? No Inverness? No

Physical Address 6112 NW 41st Drive City Gainesville Zip 32653

Mailing Address (if different) 100 SW 75th St., Ste 307 City Gainesville Zip 32607

Telephone (home) 352-278-4046 (business/other) 352-692-5255 Email brunkc@agingresources.org

Education Masters in Science, Applied Gerontology, University of North Texas
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Present Employment Elder Options

These committees may require travel outside of your county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to participate in meetings and remain active? Yes, virtual attendance preferred

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/2nd degree misdemeanor? No

_____ (Answering yes does not automatically disqualify you for consideration)
If yes, what charges? N/A

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? N/A

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action N/A

Please state your reasons for applying to this Board/Committee: To act as the DoEA representative

Please list three references, including addresses, phone numbers and email address. See address below.

1. Kristen Griffis 352-692-5222 griffisk@agingresources.org
 2. Katina Mustipher 352-692-5267 mustipherk@agingresources.org
 3. Janet Kreischer 352-692-5237 kreischerj@agingresources.org
- Elder Options 100 SW 75th St, Ste 301 Gainesville, FL 32607

Attachment: TDLCB HER CIT MPO - CB Application 2 (17935 : Board Appointments - TDLCB and LCB)

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the State Sunshine Law.

_____ BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2 year term, 11 members

_____ CITIZENS ADVISORY COMMITTEE (CAC) – 2 year term, 11 members

X _____ HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3 year term, 17 members (some positions require agency participation.)

X _____ CITRUS COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (LCB) – 3 year term, 17 members (some positions require agency participation.)

COMMITTEE POSITION APPLYING FOR: _____
(ALL POSITIONS ARE STRICTLY VOLUNTARY)

APPLICANT'S SIGNATURE Cam Lee Brink DATE 01/27/24

Completed applications may be submitted to the Hernando/Citrus MPO, 1661 Blaise Drive, Brooksville, Florida 34601, email mpo@hernandocounty.us, or fax to 352-754-4420.

Attachment: TDLCB HER CIT MPO - CB Application 2 (17935 : Board Appointments - TDLCB and LCB)



AGENDA ITEM

TITLE

Citizens Advisory Committee (CAC) Appointment

BRIEF OVERVIEW

The Hernando/Citrus Citizens Advisory Committee (CAC) consists of eleven (11) citizen positions appointed by the MPO. Six (6) of the eleven (11) positions are currently filled. CAC members serve a two (2) year term.

An application from Shavonna Maci Reid has been received to fill the Citrus County Minority member position. Her application is included for Board review.

FINANCIAL IMPACT

None.

LEGAL NOTE

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

STAFF RECOMMENDATION

It is recommended that the MPO Board:

1. Review Shavonna Maci Reid's application to fill the Citrus County Minority member position on the CAC and,
2. Appoint her for a two year term to expire 3/18/23.

REVIEW PROCESS

Carlene Riecsc	Completed	02/11/2021 9:45 AM
Cayce Reagin Dagenhart	Completed	02/11/2021 2:02 PM
Steven Diez	Completed	02/11/2021 2:07 PM
Garth Coller	Completed	02/11/2021 5:08 PM
Theresa Saenz	Completed	02/12/2021 7:43 AM
MPO	Completed	03/18/2021 1:30 PM

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
BOARD / COMMITTEE APPLICATION**

(Please type or print clearly.)

Name Shavonna Maci Reid
(Your name must be listed as it appears on your driver's license)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION.

Are you a resident of Hernando County? _____ Citrus County? Yes For how long? 2.5 yrs

Do you reside within the city limits of Brooksville? _____ Crystal River? _____ Inverness? Yes

Physical Address 5142 S Pointe dr. City Inverness Zip 34450

Mailing Address (if different) _____ City _____ Zip _____

Telephone (home) 305-747-3506 (business/other) _____ Email shavonna.reid@gmail.com

Education High School Diploma, FAA Licensed Commercial Pilot- Multi Engine/Instrument Rated
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Present Employment Right Rudder Aviation

These committees may require travel outside of your county of residence. Are you willing to travel to Hernando or Citrus Counties as necessary to remain active and keep current on committee issues and participate in meetings? Yes

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/2nd degree misdemeanor?
No
(Answering yes does not automatically disqualify you for consideration)

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action _____

Please state your reasons for applying to this Board/Committee: I have a strong willingness to serve the community where I live and v
I also believe a well organized and efficient transportation system is a major component to our communities' economic growth and stability.

Please list three references, including addresses, phone numbers and email address.

- Ruthie Schlabach- Citrus County Commissioner | 10 N. Apopka Ave. Inverness, FL 34450 | 352-302-7644 | Ruthiedavis@outlook.com
- Charles Lawson- Right Rudder Aviation (Owner) | 4250 S Airport Rd. Inverness, FL 34450 | 239-691-4842 | charles@flyrra.com
- Josh Wooten- Citrus County Chamber of Commerce (President/CEO) | 915 N. Suncoast Boulevard | Crystal River, FL 34429 | 352 795-3149 |

Attachment: Shavonna.MPO.CAC (17993 : Citizens Advisory Committee (CAC) Appointment)

I hereby request consideration as a board/committee appointee. It is my intention to familiarize myself with the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgment, fairness, impartiality, and faithful attendance. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by the provisions of the State Sunshine Law.

APPLICANT'S SIGNATURE Shavonna M Reid **DATE** February 10, 2021

POSITION APPLYING FOR: Citizens Advisory Committee (ALL POSITIONS ARE STRICTLY VOLUNTARY)

 BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (BPAC) – 2 year term, 11 members

✓ **CITIZENS ADVISORY COMMITTEE (CAC)** – 2 year term, 11 members

 HERNANDO COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD (TDLCB) – 3 year term, 17 members (some positions require agency participation.)

Completed applications may be submitted to the Hernando/Citrus MPO, 1661 Blaise Drive, Brooksville, Florida 34601, email mpo@hernandocounty.us, or fax to 352-754-4420.

Attachment: Shavonna.MPO.CAC (17993 : Citizens Advisory Committee (CAC) Appointment)



AGENDA ITEM

TITLE

Hernando/Citrus MPO Lease Agreement with Hernando County Board of County Commissioners (BOCC)/Building Division - Request to Renew

BRIEF OVERVIEW

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.

FINANCIAL IMPACT

Funding for this rental cost is available and budgeted in Fund 1031 (Hernando/Citrus MPO), Department 34055 (MPO-FHWA PL), Account 5304405 (Rental/Lease-Building), and is reimbursed at 100% under G1M00.

LEGAL NOTE

Pursuant to Chapter 339.175, FS, the MPO Board has the authority to take the recommended action. (LR 2018 431 9)

STAFF RECOMMENDATION

It is recommended that the MPO Board:

1. Authorize the request to extend the MPO's lease agreement with Hernando County BOCC/Building Division for office space at 1661 Blaise Drive, Brooksville, for a period of one year (from July 1, 2021 - June 30, 2022).
2. Authorize the Chairman to sign the extension request letter.

REVIEW PROCESS

Carlene Riecsc

Completed

02/01/2021 10:29 AM

Cayce Reagin Dagenhart	Completed	02/01/2021 10:48 AM
Mary Elwin	Completed	02/12/2021 8:43 AM
Steven Diez	Completed	02/08/2021 1:14 PM
Garth Coller	Completed	02/12/2021 9:31 AM
Theresia Saenz	Completed	02/12/2021 12:47 PM
MPO	Completed	03/18/2021 1:30 PM



Hernando/Citrus MPO

1661 Blaise Drive
 Brooksville, FL 34601
 352-754-4082 Fax: 352-754-4420
www.HernandoCitrusMPO.us

March 18, 2021

Ms. Cindy Garner
 Finance Supervisor
 789 Providence Boulevard
 Brooksville, FL 34601

Dear Ms. Garner:

At the March 18, 2021, Hernando/Citrus Metropolitan Planning Organization (MPO) meeting, the MPO Board voted to exercise the renewal option in the Lease Agreement between the Hernando/Citrus MPO and the Hernando County Board of County Commissioners/Hernando County Building Division as stated in Section Six (6) – Renewal Options:

“The Tenant shall have the option to renew this Lease for up to three (3) one-year terms annually (“Renewal Period”) under the same terms and conditions as this Lease. In order to exercise its renewal option, the Tenant shall provide the Landlord written notice no later than ninety (90) days prior to the end of the term then in effect of its intent to renew this Lease for an additional one-year term;”

Please consider this letter as a formal request to renew the lease for another year, July 1, 2021 through June 30, 2022.

If you have any questions, please feel free to contact Steve Diez at (352) 754-4082, extension 28013 and/or stevend@hernandocounty.us.

Sincerely,

Jeff Kinnard, D.C., MPO Chairman

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY

Pc: MPO Lease file
 County Attorney's Office

Attachment: 2021 Lease renewal request (17925 : MPO Office Space Lease - 3rd Option to Renew)

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT made this 14th day of APRIL, 2020, by and between HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS (BUILDING DIVISION) hereinafter referred to as "LANDLORD", and HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as "TENANT," and the parties agree as follows:

1. **Landlord.** HERNANDO COUNTY, (BUILDING DIVISION) an enterprise entity of Hernando County, Florida
2. **Tenant.** HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION.
3. **Premises.** The amended lease covers approximately 881 square feet of the offices located at 1661 Blaise Dr., Brooksville, Florida 34601. Areas marked on Exhibit "A", attached hereto, as Conference Room, kitchen area, and restrooms are "common or shared" areas. During the term of the Lease, the remainder of the space may be leased by the Landlord to a tenant with substantially similar activities, or may be occupied by the Landlord. The Premises may be used for the administrative function of the MPO.
4. **Use of Premises.** The Tenant shall use the Premises for general offices and storage purposes and for no other purpose without the Landlord's prior written approval. Tenant shall not keep or have on the Premises any article or thing or a dangerous, flammable or explosive character that might substantially increase the danger of fire on the Premises, or might be considered hazardous by a responsible insurance company.
5. **Initial Term; Possession.** The term of this Lease will begin on July 1, 2018 (the "Commencement Date") and will terminate one (1) year from said date on June 30, 2019 (the "Initial Term") unless renewed pursuant to Paragraph 6 below. The Tenant shall be entitled to possession of the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless renewed or otherwise agreed to by both parties in writing. Upon the Tenant providing acceptable proof of insurance in accordance with Paragraph 11 below, the Landlord, in its sole option, may allow the Tenant to occupy the Premises early without charge.
6. **Renewal Options.** The Tenant shall have the option to renew this Lease for up to three (3) one-year terms annually ("Renewal Period") under the same terms and conditions as this Lease. In order to exercise its renewal option, the Tenant shall provide the Landlord written notice no later than ninety (90) days prior to the end of the term then in effect of its intent to renew this Lease for an additional one-year term; the failure of the Tenant to provide timely notice to the Landlord shall constitute a waiver of the Tenant's option to renew this Lease under this provision.

7. **Termination Option.** During any Renewal Period hereto, the Tenant shall have the right to terminate this Lease by providing the Landlord with ninety (90) days prior written notice of its intent to terminate. Following proper notice and termination of this Lease, upon all Base Rent and other obligations owed to the Landlord having been paid and/or performed by the Tenant, and upon the Tenant surrendering possession of the premises to the Landlord with the Premises being vacant, clean and free of all trash and debris, then this Lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this lease.

8. **Base Rent.** The Tenant shall pay to the Landlord Annual Base Rent of \$10,131.56 in twelve equal monthly installments, payable on the first day of each month, during the term of this Lease. Base Rent shall be delivered to the Landlord at (Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601). Base Rent received by the Landlord after the tenth (10th) day of the month will be charged a five percent (5.0%) late fee (\$30.04 /month). Rental rate is based on a charge of \$11.50 per square foot of space.

9. **Landlord Responsibilities.**

A. **Availability of Utility Services.** The Landlord shall provide utility services to the Premises adequate for the intended Use of the Premises per Paragraph 3 above.

B. **Landlord Maintenance.** The Landlord shall be responsible for maintaining: (i) the exterior of the Premises; (ii) roof; (iii) roof drains; (iv) exterior walls; (v) foundations; (vi) structural portions; (vii) HVAC systems; (viii) plumbing systems, pipes drains (excluding any clogs or stoppages caused by the Tenant); (ix) electrical systems; (x) existing landscaping; (xi) existing striped parking areas; (xii) common areas if any (xiii) replacement of light bulbs and ballasts; (xiv) replacement of HVAC filters; (xv) doors, locks and keys; (xvi) janitorial service and supplies; (xvii) cleaning; (xviii) pest control service; (xix) garbage and trash removal; (xx) removal of litter in the parking and exterior areas.

C. **Real Property Taxes.** To the extent not otherwise exempt in whole or part, the Landlord shall pay any real property taxes due on the Premises.

10. **Tenant Responsibilities.**

Tenant Maintenance. The Tenant shall be responsible for maintaining: (i) the interior of the Premises; (ii) security systems if any; (iii) internal telephone and data systems.

11. **Insurance.** The Landlord shall provide fire and extended casualty insurance coverage for the Premises. The Tenant shall provide proof of insurance for its contents and general liability insurance. The general liability insurance shall be in such amount acceptable to the County's Risk Manager.

12. **Improvements and Alterations to the Office Area.** The Tenant shall have the right to improve/alter the interior of the Premises by installing floor coverings, painting interior walls, removing/relocating existing interior walls, removing /relocating millwork, and similar interior improvements and alterations (the "Tenant Improvements"), subject to the prior approval of the Landlord and which approval shall not be unreasonable withheld, conditioned, or delayed. All Tenant Improvements shall be at the Tenant's sole cost and expense. All Tenant Improvements shall be

performed in a good workmanship-like manner by the appropriately licensed contractors and tradesmen, and all applicable permits obtained.

13. **Tenant Improvement Allowance.** The Tenant shall not receive any allowance, credit or offset from the Landlord for any alterations or improvements it undertakes, or causes to be undertaken, to the Premises in connection with this Lease.

14. **Security Deposit.** No security deposit shall be required from the Tenant.

15. **Exterior Sign.** With the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, the Tenant may install an exterior sign in accordance with the County's land development regulations. Tenant shall be responsible for all fees and permits associated with signage.

16. **Parking.** The Tenant shall have the exclusive right to utilize the existing striped parking area associated with the Premises on the south side of the building.

17. **Security.** The Tenant shall have the right to install its own security system, at its sole costs and expense. In the event the Tenant installs a security system, such security system shall remain part of the Premises at the time the Tenant surrenders the Premises. Tenant shall be responsible for all fees and permits associated with installation of a security system.

18. **Keys and Access.** The Tenant shall have access to the Premises 24 hours a day, 7 days per week. Notwithstanding the foregoing, the Landlord may enter the Premises from time to time, during normal business hours and upon reasonable advance notice to the Tenant, in order to perform the Landlord's maintenance responsibilities pursuant to Paragraph 9 above and/or to ensure that the Tenant is performing its responsibilities in accordance with Paragraph 10 above.

19. **Sublease.** The Tenant shall have the right to sublease space within the Premises subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

20. **Default.** In the event either party defaults under this Lease, the other party shall retain all rights and remedies under Florida Landlord and Tenant Law, to the extent not modified or limited by any other provision of this Lease.

21. **Abandonment.** The Tenant's early vacation of the Premises shall not be construed as abandonment nor shall it be an event of default as long as the Tenant continues to timely make its monthly rental payments to the Landlord and maintains the Premises in accordance with Paragraph 10 above.

22. **Relocation of Tenant.** The Landlord shall not have the right to relocate the Tenant.

23. **Subordination, Non-Disturbance and Attornment Agreement.** The Tenant shall receive appropriate non-disturbance agreements from any present or future mortgagees or holder of any other superior interest in the Premises, if any.

24. **Expiration of Term or surrender of the Premises.** The Tenant shall not be obligated to restore the Premises to its original layout and condition upon expiration of term or surrender of the Premises; however, the Tenant shall remove all of its personal property, goods and effects and peaceably yield up the Premises to the Landlord with the Premises being vacant, clean and free of all trash and debris. Any alterations or improvements to the Premises made or caused by the Tenant shall remain with the Premises at the time the Tenant surrenders the premises.

25. **Approvals.** This Lease is subject to the Approval of the Hernando County Board of County Commissioners and the Hernando/Citrus Metropolitan Planning Organization.

26. **Destruction or Condemnation of Premises.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, the Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to the Tenant. If the premises are condemned or cannot be repaired within sixty (60) days, this lease will terminate upon thirty (30) days written notice by either party.

27. **Governing Law, Venue and Fees.** This Lease shall be construed in accordance with Florida law. Venue of any claim, dispute, or action shall be Hernando County, Florida. Each party to such claim, dispute, action, or appeal shall bear its own attorney fees and costs.

28. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

29. **Entire Agreement.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

30. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Landlord and the Tenant.

31. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

32. **Assignment.** This Lease shall not be assigned.

33. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals below.

ATTEST:

Alaina Kidd
Alaina Kidd MPO
Administrative Asst.

HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION
(TENANT)

By: [Signature]
John Allocco, Chairman
Date: March 12, 2020

ATTEST:

Heidi Kuppe, D.C.
for Douglas Chorvat, Jr.
Clerk of Circuit Court
+ Comptroller

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
(LANDLORD)

By: [Signature]
John Mitten, Chairman
Date: 4-14-2020

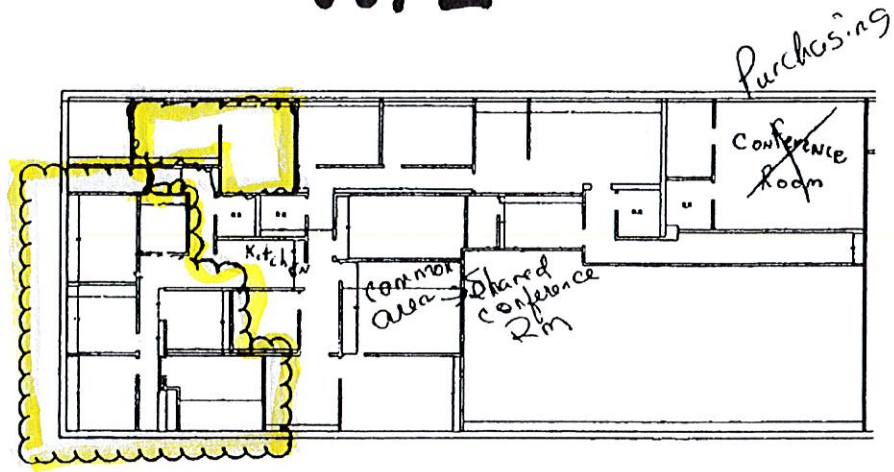


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

Attachment: 4 14 20 Executed Lease (17925 : MPO Office Space Lease - 3rd Option to Renew)

LEASED AREA OUTLINED
IN YELLOW

881



|||||
 1661 Blaise Dr.
 Brooksville, FL 34601

Exhibit "A"



AGENDA ITEM

TITLE

Unified Planning Work Program (UPWP) FY 2021-FY 2022 Second Year Amendment Discussion

BRIEF OVERVIEW

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, inclusion of new projects as appropriate, and carry forward Planning (PL) funds.

At the January 25, 2021, MPO meeting, the Board expressed interest in moving forward with the Crystal River Bypass Study. As discussed, the study would need to be included in the UPWP update. In addition to this study, there are several worthwhile projects that staff would like to pursue to further consistency with the 2045 Long Range Transportation Plan (LRTP). The listing below includes the work tasks proposed for inclusion:

- Crystal River Bypass Study
- Resiliency Study - Develop a vulnerability assessment to identify at risk and critical infrastructure.
- Autonomous, Connected, Electric, Shared vehicles (ACES) review and update for the MPO study area.
- Interactive Geographic Information System (GIS) for Mapping and Enhanced Public communication - the UPWP currently includes funding for a GIS interface. We would like to include enhancements to other areas of virtual public interaction which would expand the task description and cost.
- Move funding into task 3.4 (Bicycle/Pedestrian) for the Complete Streets Project - this will balance the funding shift for the Congestion Management Process (CMP).

Upon notification from the FDOT of the carry forward PL funds for the second year update, we would propose to incorporate the projects identified above proportionate with the funding amount available.

The MPO Committees were scheduled to review the project proposals at their February 24, 2021 meetings. There was no quorum for either the Citizens Advisory Committee or the Bicycle Pedestrian Advisory Committee. The Technical Advisory Committee recommended that a Comprehensive Operational Analysis (COA) be prepared to include both Hernando and Citrus Counties to assist with route planning. Any additional suggestions for incorporation into the draft UPWP from the MPO Board are also requested.

FINANCIAL IMPACT

Financial adjustments would need to be made upon recognition of roll forward funding from FDOT and the projects the MPO Board would like to include in the UPWP.

LEGAL NOTE

Pursuant to Chapter 339.175, FS, the MPO Board has the authority to take the recommended action.

STAFF RECOMMENDATION

It is recommended that the MPO Board review the projects identified for inclusion into the 2nd year UPWP FY 2021- FY 2022 Amendment and provide staff with any comments or amendments.

REVIEW PROCESS

Carlene Riecsc	Completed	02/11/2021 3:55 PM
Cayce Reagin Dagenhart	Completed	02/17/2021 2:45 PM
Steven Diez	Completed	02/17/2021 2:48 PM
Mary Elwin	Completed	02/26/2021 3:36 PM
Garth Coller	Completed	02/22/2021 11:04 AM
Theresia Saenz	Completed	03/03/2021 1:25 PM
MPO	Completed	03/18/2021 1:30 PM



AGENDA ITEM

TITLE

Unified Planning Work Program (UPWP) FY 2021-FY 2022 - Amendment/5305(d) funding

BRIEF OVERVIEW

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. A decision was made to modify the Federal Transit Administration (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 for the upcoming Public Transportation Grant Agreement (PTGA)/5305(d) agreement.

The FY 2021 PTGA agreement was received with FTA funding in the amount of \$91,108. The following amendments 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 federal 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 updated to reflect soft match/remove local match, and state match column for projects in FY 2021.

The MPO Committees were scheduled to review the UPWP Amendment at their February 24, 2021, meetings. There was no quorum for either the Citizens Advisory Committee or the Bicycle Pedestrian Advisory Committee. The Technical Advisory Committee reviewed the amendment and recommended MPO approval.

FINANCIAL IMPACT

The Unified Planning Work Program is the budget for the MPO. It is modified each year to reflect funding provided by the Florida Department of Transportation for the S5305d funding source. The Hernando County Board of County Commissioners established Fund 1031, a separate fund for only MPO activities. Section 5305d funding is reflected in the MPO Fund 1031 budget. GMS 357

LEGAL NOTE

Pursuant to Chapter 339.175, FS, the MPO Board has the authority to take the recommended action. (LR-2020-124-5)

STAFF RECOMMENDATION

It is recommended that the MPO Board approve the UPWP FY 2021-FY 2022 amendment to include:

1. Modification of budget tables to show soft match, and remove local match and state match column for the FY 2021 allocation
2. Authorizing the Chairman to execute the SF-424 application reflecting the FY 2021 allocation of \$91,108
3. Authorizing the Chairman to sign the Planning Transportation Grant reflecting the FY 2021 allocation and forward to the FDOT for execution
4. Authorizing the Chairman to sign Resolution 2021-2 approving the UPWP FY 2021-FY 2022 amendment

REVIEW PROCESS

Carlene Riecsc	Completed	02/09/2021 12:23 PM
Cayce Reagin Dagenhart	Completed	02/09/2021 2:46 PM
Steven Diez	Completed	02/09/2021 2:51 PM
Mary Elwin	Completed	02/25/2021 1:24 PM
Helen Gornes	Completed	02/25/2021 2:26 PM
Garth Coller	Completed	02/25/2021 2:54 PM
Theresia Saenz	Completed	02/25/2021 4:05 PM
MPO	Completed	03/18/2021 1:30 PM

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 G1I78			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 \$5305g Contract NEW				FY 2020 \$5305g Contract OTHS				FDOT		Local Match	CTD HERN STATE	CTD CITRUS STATE	CTD	Total (less soft match)	
	PL*	SU	FTA	FOOT Soft Match	FTA	ST	LOC	Soft Match	\$5305g Cash Match	FDOT								
										PL Soft Match	\$5305g Soft Match							
ADMINISTRATION																		
1 ADMINISTRATION																		\$128,962
SUBTOTAL ADMINISTRATION																		\$128,962
DATA COLLECTION																		
2.1 HIGHWAY SYSTEM PERFORMANCE SURVEILLANCE																		\$20,881
2.2 LAND USE & SOCIOECONOMIC DATA																		\$3,500
SUBTOTAL DATA COLLECTION																		\$23,181
PROJECT PLANNING																		
3.1 TRANSIT PLANNING																		\$1,567
3.2 TRANSPORTATION DISADVANTAGED PROG																		\$46,201
3.3 SHORT-RANGE PLANNING EFFORT																		\$40,891
3.4 BICYCLE/PEDESTRIAN PLANNING PROGRAM																		\$54,139
3.5 TRANSPORTATION IMPROVEMENT PROGRAM																		\$20,000
3.6 SPECIAL PROJECTS																		\$14,870
3.7 LONG-RANGE PLAN UPDATE																		\$16,484
3.8 CONGESTION MANAGEMENT PROCESS																		\$172,256
SUBTOTAL PROJECT PLANNING																		\$366,408
REGIONAL COORDINATION																		
4 REGIONAL COORDINATION																		\$18,479
SUBTOTAL REGIONAL COORDINATION																		\$18,479
PUBLIC OUTREACH/PARTICIPATION																		
5 PUBLIC OUTREACH/PARTICIPATION																		\$32,573
SUBTOTAL PUBLIC OUTREACH/PARTICIPATION																		\$32,573
PROGRAM GRAND TOTAL																		\$789,603

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 PL Soft Match	FDOT \$5305g Soft Match	FDOT \$5305g State Match	Local Match	CTD	Total (less soft match)	Amount to consult
ADMINISTRATION									
1 ADMINISTRATION	\$128,962		\$59,443					\$128,962	
SUBTOTAL ADMINISTRATION	\$128,962	\$0	\$59,443		\$0	\$0	\$0	\$128,962	
DATA COLLECTION									
2.1 HIGHWAY SYSTEM PERFORMANCE SURVEILLANCE	\$681	\$16,000	\$123		\$2,000	\$2,000		\$20,881	\$20
2.2 LAND USE & SOCIOECONOMIC DATA	\$2,500		\$452					\$3,500	
SUBTOTAL DATA COLLECTION	\$3,181	\$16,000	\$575		\$2,000	\$2,000	\$0	\$23,181	\$20
PROJECT PLANNING									
3.1 TRANSIT PLANNING	\$1,567		\$283					\$1,567	
3.2 TRANSPORTATION DISADVANTAGED PROG	\$684		\$102			\$45,637		\$46,201	
3.3 SHORT-RANGE PLANNING EFFORT	\$15,891	\$20,000	\$2,872		\$2,500			\$40,891	\$25
3.4 BICYCLE/PEDESTRIAN PLANNING PROGRAM	\$15,253	\$31,108	\$2,756	\$7,778				\$54,139	\$38
3.5 TRANSPORTATION IMPROVEMENT PROGRAM	\$20,000		\$3,914					\$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	\$6,326	\$15,000	\$6,226	\$9,226		\$172,256	\$167
SUBTOTAL PROJECT PLANNING	\$119,628	\$160,912	\$31,817	\$27,778	\$9,726	\$54,637		\$366,408	\$231
REGIONAL COORDINATION									
4 REGIONAL COORDINATION	\$18,479		\$3,339					\$18,479	\$5
SUBTOTAL REGIONAL COORDINATION	\$18,479	\$0	\$3,339	\$0	\$0	\$0		\$18,479	\$5
PUBLIC OUTREACH/PARTICIPATION									
5 PUBLIC OUTREACH/PARTICIPATION	\$32,573		\$5,886					\$32,573	
SUBTOTAL PUBLIC OUTREACH/PARTICIPATION	\$32,573	\$0	\$5,886	\$0	\$0	\$0		\$32,573	
PROGRAM GRAND TOTAL	\$692,824	\$176,912	\$99,869	\$27,778	\$16,726	\$10,726	\$48,637	\$789,603	\$286

Attachment: UPWP FY21-FY22 V3-18-21 (17919 : Unified Planning Work Program (UPWP) FY 2021- FY

Fiscal Year 2022 Task Budget Detail										
Hernando/Citrus MPO Unified Planning Work Program (UPWP)										
May 14, 2020										
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2022-S5305d Contract (New)			Trans. Disadvantaged		Total	
				Fed	State	Local	Hernando	Citrus		
ADMINISTRATION										
Task 1	Administration									
A.	Personnel Services									
	MPO Staff Salaries & Fringe Benefits		\$ 242,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,201
B.	Travel									
	Travel Expenses		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
C.	Other Direct Expenses:									
	Postage & Freight		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rentals/Leases Buildings		\$ 10,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rentals/Leases Equipment		\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Insurance		\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Repairs/Maintain Equipment		\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Repair/Maintain Software		\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Printing (Copies)		\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Communications		\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fees/Costs (Legal Services, Broadcasting)		\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fees/Costs (New Hires)		\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Office Supplies		\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Books/Publications/Subscriptions		\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Education/Training		\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Equipment/Technology		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal		\$ 29,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total		\$ 273,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273,096

DATA COLLECTION										
Task 2.1	Highway System Performance Surveillance									
A.	Personnel Services									
	MPO Staff Salaries & Fringe Benefits		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
	Total		\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500

Fiscal Year 2022 Task Budget Detail									
Hernando/Citrus MPO Unified Planning Work Program (UPWP)									
May 14, 2020									
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2022-S5305d Contract (New)			Trans. Disadvantaged		Total
				Fed	State	Local	Hernando	Citrus	
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
PROJECT PLANNING									
Task 3.1	Transit Planning								
	A. Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 1,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,641
	Total		\$ 1,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,641
Task 3.2	Transportation Disadvantaged Coordination								
	A. Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 591	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ 44,828
	B. Travel								
	<i>Travel Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 1,000
	C. Other Direct Expenses								
	<i>Other Direct Expenses</i>		\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 400
	Total		\$ 591	\$ -	\$ -	\$ -	\$ 23,222	\$ 22,415	\$ 46,228
Task 3.3	Short Range Planning								
	A. Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 16,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,648
	Total		\$ 16,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,648
Task 3.4	Bicycling/Pedestrian Planning								
	A. Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,979
	B. Consultant Services								
	<i>Contract/Consultant Services</i>		\$ 20,000	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 45,000
	Total		\$ 35,979	\$ 20,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 60,979

Attachment: UPWP FY21-FY22 V3-18-21 (17919 : Unified Planning Work Program (UPWP) FY 2021- FY

Fiscal Year 2022 Task Budget Detail									
Hernando/Citrus MPO Unified Planning Work Program (UPWP)									
May 14, 2020									
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2022-S5305d Contract (New)			Trans. Disadvantaged		Total
				Fed	State	Local	Hernando	Citrus	
Task 3.5	Transportation Improvement Program								
A.	Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 22,339	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,339
B.	Consultant Services								
	<i>Contract/Consultant Services</i>		\$ 31,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,400
	Total		\$ 53,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,739
Task 3.6	Special Projects								
A.	Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 15,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,578
	Total		\$ 15,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,578
Task 3.7	Long Range Transportation Planning								
A.	Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 17,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,269
	Total		\$ 17,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,269
Task 3.8	Congestion Management Planning								
A.	Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600
B.	Consultant Services								
	<i>Contract/Consultant Services</i>		\$ -	\$ 60,000	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ 75,000
	Total		\$ 6,600	\$ 60,000	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ 81,600
REGIONAL COORDINATION									
Task 4	Regional Coordination								
A.	Personnel Services								
	<i>MPO Staff Salaries & Fringe Benefits</i>		\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000
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>		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
	Total		\$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000

Attachment: UPWP FY21-FY22 V3-18-21 (17919 : Unified Planning Work Program (UPWP) FY 2021- FY

Fiscal Year 2022 Task Budget Detail									
Hernando/Citrus MPO Unified Planning Work Program (UPWP)									
May 14, 2020									
Task No.	Budget Category & Description	Detail	FHWA (PL)	FY2022-S5305d Contract (New)			Trans. Disadvantaged		Total
				Fed	State	Local	Hernando	Citrus	
PUBLIC OUTREACH/PARTICIPATION									
Task 5	Public Outreach/Participation								
	A. Personnel Services								
	MPO Staff Salaries & Fringe Benefits		\$ 32,684	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,684
	B. Consultant Services								
	Contract/Consultant Services		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
	Total		\$ 52,684	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,684
Tasks Summary by Budget Category									
	Personnel Services		\$ 394,529	\$ -	\$ -	\$ -	\$ 22,522	\$ 21,715	\$ 438,766
	Consultant Services		\$ 76,400	\$ 80,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 176,400
	Travel		\$ 2,000	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 3,000
	Other Direct Expenses		\$ 29,895	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 30,295
	Total		\$ 502,824	\$ 80,000	\$ 10,000	\$ 10,000	\$ 23,222	\$ 22,415	\$ 648,461

Notes: FY2022 Section 5305d funding is an estimate only and will be amended upon receipt of apportionment notice amount.

* Chairs Coordinating Committee

HERNANDO/CITRUS MPO
TABLE 2A - FUNDING SOURCES by TASK - UPWP FY 2022
 May 14, 2020

HERNANDO/CITRUS MPO TASK	FHWA		FY22 JPA S5305d CONTRACT #NEW			FDOT		Local Match	CTD HERN STATE	CTD CITRUS STATE	CTD	Total (less soft match)
	PL *	SU	FTA	ST	LOC	Soft Match	Cash Match					
ADMINISTRATION												
1 ADMINISTRATION	\$273,096					\$49,348						\$273
SUBTOTAL ADMINISTRATION	\$273,096	\$0	\$0	\$0	\$0	\$49,348	\$0	\$0	\$0	\$0	\$0	\$273
DATA COLLECTION												
2.1 HIGHWAY SYSTEM PERFORMANCE SURVEILLANCE	\$2,500					\$452						\$2
2.2 LAND USE & SOCIO-ECONOMIC DATA	\$2,500					\$452						\$2
SUBTOTAL DATA COLLECTION	\$5,000	\$0	\$0	\$0	\$0	\$904	\$0	\$0	\$0	\$0	\$0	\$5
PROJECT PLANNING												
3.1 TRANSIT PLANNING PROGRAM	\$1,641					\$297						\$1
3.2 TRANSPORTATION DISADVANTAGED PROG	\$591					\$107			\$23,222	\$22,415	\$45,637	\$46
3.3 SHORT RANGE PLANNING	\$16,648					\$3,008						\$16
3.4 BICYCLE/PEDESTRIAN PLANNING PROGRAM	\$35,979		\$20,000	\$2,500	\$2,500	\$6,501	\$2,500	\$2,500				\$60
3.5 TRANSPORTATION IMPROVEMENT PROGRAM	\$53,739					\$9,711						\$53
3.6 SPECIAL PROJECTS	\$15,578					\$2,815						\$15
3.7 LONG RANGE TRANSPORTATION PLANNING	\$17,269					\$3,121						\$17
3.8 CONGESTION MANAGEMENT PROCESS	\$6,600		\$60,000	\$7,500	\$7,500	\$1,193	\$7,500	\$7,500				\$81
SUBTOTAL PROJECT PLANNING	\$148,045	\$0	\$80,000	\$10,000	\$10,000	\$26,752	\$10,000	\$10,000	\$23,222	\$22,415	\$45,637	\$293
REGIONAL COORDINATION												
4 REGIONAL COORDINATION	\$24,000					\$4,337						\$24
SUBTOTAL REGIONAL COORDINATION	\$24,000	\$0	\$0	\$0	\$0	\$4,337	\$0	\$0	\$0	\$0	\$0	\$24
PUBLIC OUTREACH/PARTICIPATION												
5 PUBLIC OUTREACH/PARTICIPATION	\$52,684					\$9,520						\$52
SUBTOTAL PUBLIC OUTREACH/PARTICIPATION	\$52,684	\$0	\$0	\$0	\$0	\$9,520	\$0	\$0	\$0	\$0	\$0	\$52
PROGRAM GRAND TOTAL	\$502,824	\$0	\$80,000	\$10,000	\$10,000	\$90,860	\$10,000	\$10,000	\$23,222	\$22,415	\$45,637	\$648


Note: FY2022 Section 5305d funding is an estimate only and will be amended upon receipt of apportionment notice amount.

Attachment: UPWP FY21-FY22 V3-18-21 (17919 : Unified Planning Work Program (UPWP) FY 2021- FY

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: FL-80-0009	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: Hernando/Citrus Metropolitan Planning Organization		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: 0801097780000	
d. Address:		
* Street1:	1661 Blaise Drive	
Street2:	<input type="text"/>	
* City:	Brooksville	
County/Parish:	<input type="text"/>	
* State:	FL: Florida	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	34601-3031	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name:	Steven
Middle Name:	R	
* Last Name:	Diez	
Suffix:	<input type="text"/>	
Title:	Hernando/Citrus MPO Executive Director	
Organizational Affiliation:	Hernando and Citrus County Boards of County Commissioners	
* Telephone Number:	352-754-4082	Fax Number: 352-754-4420
* Email:	stevend@hernandocounty.us	

Attachment: SF424 -- Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment 5305(d) Funding)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):
Metropolitan Planning Org

*** 10. Name of Federal Agency:**

Federal Transit Agency

11. Catalog of Federal Domestic Assistance Number:

20.505

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

*** 12. Funding Opportunity Number:**

5305 (d)

* Title:
Metropolitan Transportation Planning Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

To provide program funding in support of the MPOs UPWP FY 2021-2022 which promotes cooperative, continuous, and comprehensive transportation planning for making transportation investments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text"/>	* b. Program/Project <input type="text"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="07/01/2021"/>	* b. End Date: <input type="text" value="06/30/2022"/>
18. Estimated Funding (\$):	
* a. Federal	91,108.00
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	91,108.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Jeff"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Kinnard"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Hernando/Citrus MPO Chairman"/>	
* Telephone Number: <input type="text" value="352-754-4082"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="stevend@hernandocounty.us"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text" value="03/18/2021"/>

Attachment: SF424 -- Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment 5305(d) Funding)

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

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

Financial Project Number(s): (Item-segment-phase-sequence) 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

Attachment: H-C PTGA - 5305 FY 2021 - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment

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.
- i. **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

Name: Richard Moss, P.E.

Title: MPO Chairman

Title: Director of Transportation Development

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
County Attorney's Office

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin Hernandez

Attachment: H-C PTGA - 5305 FY 2021 - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment

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EXHIBIT A

Project Description and Responsibilities

Refer to Attached UPWP

Attachment: H-C PTGA - 5305 FY 2021 - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment

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EXHIBIT B

Schedule of Financial Assistance

Refer to Attached UPWP

Attachment: H-C PTGA - 5305 FY 2021 - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment

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**EXHIBIT D
AGENCY RESOLUTION**

PLEASE SEE ATTACHED

Attachment: H-C PTGA - 5305 FY 2021 - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 -- Amendment

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**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 --

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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

PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM (“Addendum”) is made and entered into by and between the State of Florida Department of Transportation (“Department”) and Hernando-Citrus MPO (“Agency”).

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Public Transportation Grant Agreement, Financial Project Number: 401983-1-14-21 (“Grant Agreement”) executed contemporaneously; and

2. This Addendum shall be merged into and made part of the Grant Agreement and both documents shall be collectively referred to herein as the “Agreement”; and

3. The sole purpose of this Addendum is to revise the indemnification provision of the Grant Agreement; and

4. In the event of any conflict or inconsistency between the Grant Agreement and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals are specifically incorporated by reference and made part of this Addendum.

2. EFFECTIVE DATE

The “Effective Date” of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. INDEMNIFICATION AND INSURANCE

The parties specifically agree that Paragraph 18, subsection a. of the Grant Agreement is stricken in its entirety and replaced with the following:

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, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity. Additionally, the Agency agrees to including 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, 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 attorneys’ fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the contractor/consultant and other persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

All other terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Addendum, consisting of two (2) pages, exclusive of exhibits.

AGENCY

Hernando-Citrus MPO (“AGENCY”)

MPO Name

Jeff Kinnard, D.C.

Signatory (Printed or Typed)

Signature

MPO Chairman

Title

DEPARTMENT

State of Florida, Department of Transportation
 (“DEPARTMENT”)

Richard Moss, P.E.

Name

Signature

Director of Transportation Development

Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

LEGAL REVIEW BY:
Office of the County Attorney

LEGAL REVIEW BY:
State of Florida, Department of Transportation

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

Attachment: 2021-02 Resolution - UPWP Amendment - Attorney Signoff (17919 : Unified Planning Work Program (UPWP) FY 2021- FY 2022 --



AGENDA ITEM

TITLE

FY 2021 FTA Certifications and Assurances

BRIEF OVERVIEW

In accordance with 49 U.S.C. 5323(n), as a recipient of federal funding for transit planning, the MPO is required to provide a series of Certifications and Assurances that the funding recipient complies with federal laws.

Federal Transit Administration (FTA) published the FY 2021 Certifications and Assurances on January 15, 2021. The executed FY 2021 Certifications and Assurance must be provided to FTA within 90 days of publication.

FINANCIAL IMPACT

Execution of the Federal Transit Administration's FY 2021 Annual Certifications and Assurances is required to receive federal funding.

LEGAL NOTE

The Hernando/Citrus MPO Board has the authority to take the recommended action pursuant to Chapter 339.175, FS. and 49 USC, Chapter 53. (LR 2021- 50-1)

STAFF RECOMMENDATION

It is recommended that the MPO Board:

1. Approve the FY 2021 Certifications and Assurances and authorize the MPO Chairman and MPO Attorney to execute; and,
2. Authorize staff to proceed with finalization in the Federal Transit Administration's electronic systems as required.

REVIEW PROCESS

Carlene Riecsc	Completed	02/08/2021 12:22 PM
Cayce Reagin Dagenhart	Completed	02/08/2021 12:29 PM
Steven Diez	Completed	02/08/2021 1:16 PM
Helen Gornes	Completed	02/09/2021 11:18 AM
Mary Elwin	Completed	02/19/2021 1:25 PM
Garth Coller	Completed	02/22/2021 11:07 AM

Theresia Saenz	Completed	02/22/2021 3:38 PM
MPO	Completed	03/18/2021 1:30 PM

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	_____

Attachment: FY21-certifications (17943 : FY 2021 FTA Certifications and Assurances)

Certifications and Assurances

Fiscal Year 2021

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

Certifications and Assurances

Fiscal Year 2021

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, D.C., 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: 1.29.21

Name Garth Collier 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.