Meeting Packet June 3, 2024 5:00 p.m.



Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area



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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 24, 2024

- TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
- FROM: Cynthia Moore Chestnut, Chair
- SUBJECT: Meeting Announcement

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area will meet on June 3, 2024 at 5:00 p.m. This meeting will be held in the John R. "Jack" Durrance Auditorium, Alachua County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601.

Attached are copies of the meeting agenda.

If you have any questions concerning this matter, please contact Scott Koons, AICP, Executive Director, at 352.955.2200, extension 101.

Attachments

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AGENDA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

John R. "Jack" Durrance Auditorium Alachua County Administration Building Gainesville, Florida

5:00 p.m. June 3, 2024

STAFF RECOMMENDATION

Page [#] 3	I.	Approval of Meeting Agenda and Consent Agenda Items	APPROVE BOTH AGENDAS				
		The Metropolitan Transportation Planning Organization agenda and the consent agenda items.	needs to approve the meeting				
Page [#] 53	II.	Transportation Improvement Program for Fiscal Years 2024-25 to 2028-29	APPROVE STAFF RECOMMENDATION				
		The Metropolitan Transportation Planning Organization needs to approve its Transportation Improvement Program in order to receive federal and state funds.					
Page [#] 59	Ш.	Metropolitan Planning Organization Staffing and Voting Structure	RECEIVE PRESENTATION AND REVIEW INFORMATION				
		The Metropolitan Transportation Planning Organization staffing and voting structure of metropolitan planning or Planning Organization Advisory Council will make a pr planning organizations.	rganizations. The Metropolitan				
Page [#] 241	IV.	NW 83rd Street Resurfacing Status	FOR INFORMATION ONLY				
		<u>Alachua County staff has provided additional information resurfacing NW 83rd Street which was discussed at the Planning Organization May 13, 2024 meeting.</u>	on concerning the status of Metropolitan Transportation				
Back Cover	V.	Next Meeting	NO ACTION REQUIRED				
		The next Metropolitan Transportation Planning Organiz August 5, 2024 at 3:00 p.m.	ation meeting is scheduled for				

VI. Comments

- A. Florida Department of Transportation Report*
- B. Public Comment*

This agenda item provides an opportunity for the public to address the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area on any matter not included on the agenda. The comment period is limited to three minutes for each individual.

- C. Metropolitan Transportation Planning Organization Members*
- D. Chair's Report*

If you have any questions concerning agenda items, please contact Scott Koons, AICP, Executive Director, at 352.955.2200, extension 101.

*No backup material included with the attached agenda material.



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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

CONSENT AGENDA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

John R. "Jack" Durrance Auditorium Alachua County Administration Building Gainesville, Florida 5:00 p.m. June 3, 2024

STAFF RECOMMENDATION

Page [#]7 CA. 1 Minutes - May 13, 2024

APPROVE MINUTES

This set of Metropolitan Transportation Planning Organization minutes is ready for review.

Page #21CA. 2Interlocal Agreement for Alachua Countywide
Bicycle and Pedestrian Master PlanAPPROVE
STAFF RECOMMENDATION

The Metropolitan Transportation Planning Organization needs to enter into an interlocal agreement with Alachua County, City of Gainesville and University of Florida for preparation of the Alachua Countywide Bicycle and Pedestrian Master Plan.

Page [#]33 CA. 3 Transit Ridership Status Report

FOR INFORMATION ONLY

The Metropolitan Transportation Planning Organization requested ridership reports to monitor ridership recovery amidst the Covid-19 pandemic.

Page [#]41 CA. 4 Year 2050 Long-Range Transportation Plan Update FOR INFORMATION ONLY

The Metropolitan Transportation Planning Organization needs to complete the Year 2050 Long- Range Transportation Plan Update by August 24, 2025.

Page #45CA. 5Transportation Disadvantaged Program -
Status ReportFOR INFORMATION ONLY

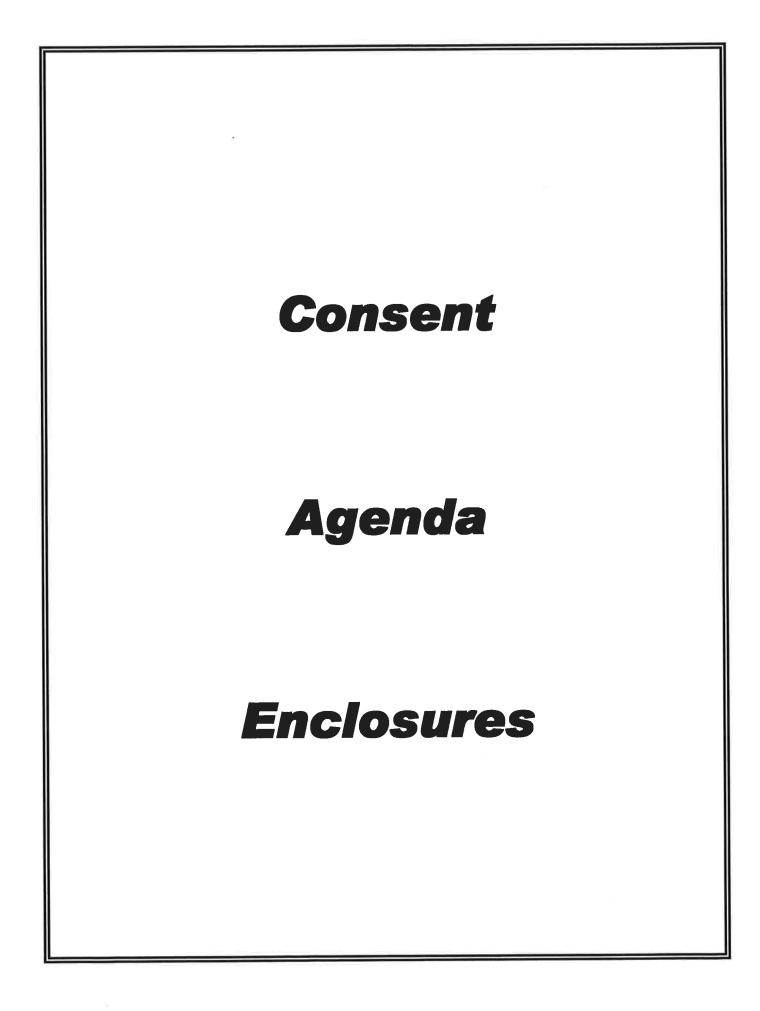
The Metropolitan Transportation Planning Organization has requested regular status reports concerning this program.

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CA.1

MINUTES METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

John R. "Jack" Durrance Auditorium Gainesville, Florida

May 13, 2024

3:00 p.m.

Ed Book

Ken Cornell Linda Dixon

Bryan Eastman

Anna Prizzia Reina Saco Harvey Ward

MEMBERS PRESENT IN PERSON

Achaia Brown/Greg Evans

Cynthia Moore Chestnut, Chair

Marihelen Wheeler, Vice-Chair

MEMBERS ABSENT

Mary Alford Charles Chestnut IV Casey Willits, Sec/Treas

See Exhibit A

OTHERS PRESENT

STAFF PRESENT

Scott Koons Michael Escalante

MEMBERS PRESENT VIA COMMUNICATIONS MEDIA TECHNOLOGY

Desmon Duncan-Walker

CALL TO ORDER -May 13, 2024

Chair Moore Chestnut called the meeting to order at 3:00 p.m.

I. APPROVAL OF THE MEETING AGENDA AND CONSENT AGENDA

Chair Moore Chestnut asked for approval of the meeting agenda and consent agenda.

A member requested that the Consent Agenda be amended to defer item CA.5 Metropolitan Planning Organization Staffing and Voting Structure to the June 3, 2024 meeting regular agenda.

MOTION: Commissioner Prizzia moved to approve the Meeting Agenda and the Consent Agenda as amended to defer CA,5 Metropolitan Planning Organization Staffing and Voting Structure to the June 3, 2024 meeting regular agenda. Commissioner Cornell seconded; motion passed unanimously.

II. TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENT - STATE ROAD 24 (ARCHER ROAD) LEFT TURNLANES AND NW 43RD STREET MEDIAN MODIFICATIONS

Scott Koons, Executive Director, stated that the Florida Department of Transportation has requested the Metropolitan Transportation Planning Organization amend its Transportation Improvement Program for Fiscal Year 2023-24 to 2027-28 to add two access management projects in Fiscal Year 2024-25. He said that the projects include left turnlanes on State Road 24 (Archer Road) at SW 143rd Street and SW 111th Terrace and a median separator on NW 43rd Street north of NW 23rd Avenue. He noted that this amendment is needed in order for the Department to expend these federal safety funds.

MOTION: Commissioner Cornell moved that the Metropolitan Transportation Planning Organization amend its Fiscal Years 2023-24 to Fiscal Year 2027-28 Transportation Improvement Program to add the State Road 24 (Archer Road) Left Turnlanes at SW 143rd Street and SW 111th Terrace project identified in Exhibit 1 in Fiscal Year 2024-25 and the NW 43rd Street Median Modifications north of NW 23rd Avenue project identified in Exhibit 2 in Fiscal Year 2024-25. Commissioner Book seconded the motion. Mr. Koons conducted a roll call vote.

City Member	Yes	No	County Member	Yes	No
Ed BOOK	X			a Stanford	Se N
	1.2.19	811-2	Ken CORNELL	X	
Desmon DUNCAN-WALKER*	X				E GAV
Bryan EASTMAN	X				1
	E Martin		Anna PRIZZIA	X	
Reina SACO	X				a lin
Harvey WARD	X			101202	81. Ì
	1581		Marihelen WHEELER	X	
Cynthia MOORE CHESTNUT	X				
Totals	6	0		3	0

Motion passed unanimously.

*Commissioner Duncan-Walker's vote is shown as recorded later in the meeting.

III. RESOLUTION NO. 2024-04 - UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEARS 2024-25 AND 2025-26

Mr, Koons stated that the current Unified Planning Work Program will expire on June 30, 2024, He noted that the Metropolitan Transportation Planning Organization needs to approve the Unified Planning Work Program for Fiscal Years 2024-25 and 2025-26 in order to receive federal planning funds. He discussed the draft Unified Planning Work Program for Fiscal Years 2024-25 and 2025-26 and answered questions.

Chair Moore Chestnut discussed revisions to the draft Unified Planning Work Program to include a multimodal "Complete Street" plan for the Williston Road-Waldo Road corridor from SE 4th Street to NE 39th Avenue.

Mr. Koons discussed revising Task 5.0 to include three multimodal "Complete Streets" plans for \$200,000 each with Task 2.0 and Task 8.0 funding being reduced accordingly.

MOTION: Commissioner Prizzia moved to approve Resolution No. 2024-04 and the Unified Planning Work Program for Fiscal Years 2024-25 and 2025-26 as modified to show:

Task	PL Funds	"Complete Streets" PL Funds
Year One [Fiscal Y	'ear 2024-25]	
1.0 Administration	\$150,000	
2.0 Data Collection	\$74,631	
3.0 Transportation Improvement Program	\$115,000	
4.0 Long-Range Transportation Plan	\$247,500	
5.0 Special Projects Planning	\$188,300	\$400,000
6.0 Public Participation	\$75,000	
7.0 System Planning	\$346,321	
Year Two [Fiscal Y	[ear 2025-26]	
1.0 Administration	\$150,000	
2.0 Data Collection	\$74,631	
3.0 Transportation Improvement Program	\$115,000	
4.0 Long-Range Transportation Plan	\$102,500	
5.0 Special Projects Planning	\$66,400	\$200,000
6.0 Public Participation	\$75,000	
7.0 System Planning	\$352,628	

A. The following Federal Planning Fund expenditures:

- B. Inclusion of the multimodal "Complete Streets" plan for the Williston Road-Waldo Road corridor from SE 4th Street to NE 39th Avenue in Task 5.0;
- C. The four special project plans in Task 5.0 described as Subtasks; and
- D. Appropriate text revisions within the document for these task modifications and funding, including softmatch recalculations.

Mayor Ward seconded; motion passed unanimously.

IV. LIST OF PRIORITY PROJECTS FOR FISCAL YEARS 2025-26 TO 2029-30

Mr. Koons stated that, each year, priorities for unfunded projects are submitted to the Florida Department of Transportation. He said that these priorities are used by the Department to develop its Tentative Work Program. He noted that the Metropolitan Transportation Planning Organization is a Transportation Management Area and would receive an estimated \$3 million in federal surface transportation funds annually for programming by the Florida Department of Transportation. He discussed the draft List of Priority Projects and answered questions.

Chair Moore Chestnut discussed placing Waldo Road safety enhancements (Table 5-Priority 10) in Table 1.

Alison Moss, Alachua County Transportation Planning Manager, suggested combining Table 5-Priority 10 with Table 1-Priority 7. She also discussed revising Table 1-Priority 1.

MOTION: Commissioner Eastman moved to approve the List of Priority Projects for Fiscal Years 2025-26 to 2029-30 as revised to show Table 1-Priority 7 to incorporate the project in Table 5-Priority 10. Mayor Ward seconded; motion passed unanimously.

A member discussed an email from Liam McClay, Santa Fe College Vice-President of Public and Government Affairs, concerning the pavement condition of NW 83rd Street from NW 23rd Avenue to NW 39th Avenue.

Ms, Moss discussed the status of pavement enhancement projects for NW 83rd Street and answered questions.

Several members discussed County road projects for which a status update would be provided by Alachua County Public Works staff at the August 5, 2024 meeting.

Mr. Koons stated that he has been informed that Commissioner Duncan-Walker is participating in the meeting via communication media technology.

VII. NEXT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION MEETING

Mr. Koons stated that the next scheduled meeting is June 3, 2024 at 5:00 p.m.

Commissioner Duncan-Walker informed the other members that she had participated in the entire meeting via communication media technology.

Mr. Koons queried her about her votes, including the Transportation Improvement Program Amendment roll call vote. These minutes show that Commissioner Duncan-Walker voted in the affirmative for the following action items:

- Approval of the Meeting Agenda and Consent Agenda as amended;
- Approval of the Transportation Improvement Program Amendment;
- Approval of the Unified Planning Work Program, as revised; and
- Approval of the List of Priority Projects, as revised.

VIII. COMMENTS

A. FLORIDA DEPARTMENT OF TRANSPORTATION REPORT

There was no Florida Department of Transportation Report.

B. PUBLIC COMMENTS

Linda Dixon, University of Florida Planning Manager, discussed using data collection funds to collect bicycle and scooter counts. She also asked about the status of the long-range transportation plan update.

Mr. Koons stated that data collection funding would include collection of bicycle counts. He said that there would be a status update for the long-range transportation plan at the June 3, 2024 meeting.

C. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION MEMBERS

A member discussed concerns of state legislative efforts to eliminate the Metropolitan Planning Organization Advisory Council.

Mr. Koons reviewed the legislative efforts to eliminate the Metropolitan Planning Organization Advisory Council. He noted that metropolitan planning organizations were created by federal legislation and cannot be eliminated by state legislation.

D. CHAIR'S REPORT

There was no Chair's Report.

ADJOURNMENT - The meeting was adjourned at 3:58 p.m.

Date

Casey Willits, Secretary/Treasurer

EXHIBIT A

Interested Citizens

Alachua County

City of Gainesville

Katherine Weitz

Jeffrey Hayes Corbin Hanson* Alison Moss Alan Yeatter

Jesus Gomez Deborah Leistner Andrew Persons

Florida Department of Transportation

Hillary Laskey

* Via communications media technology # Provided written comments

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CONSENT AGENDA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

John R. "Jack" Durrance Auditorium Alachua County Administration Building Gainesville, Florida

3:00 p.m. May 13, 2024

STAFF RECOMMENDATION

Page [#]7 CA. 1 Minutes - April 1, 2024

APPROVE MINUTES

This set of Metropolitan Transportation Planning Organization minutes is ready for review.

Page #17CA. 2Metropolitan Planning Organization Agreement (G2W78) -
Fiscal Year 2024-25 and Fiscal Year 2025-26 and
Resolution No. 2024-05APPROVE STAFF
RECOMMENDATION

The Florida Department of Transportation has provided the Metropolitan Transportation Planning Organization the Metropolitan Planning Organization Agreement Fiscal Year 2024-25 and Fiscal Year 2025-26 for approval. Resolution No. 2024-05 addresses this agreement as part of the Unified Planning Work Program process.

Page #41CA. 3Completion of the Metropolitan TransportationFOR INFORMATION ONLYPlanning Certification Process

The Florida Department of Transportation has recertified the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area metropolitan transportation planning process.

Page #47CA. 4Florida Department of Transportation -
Concerns and Recommendations LetterFOR INFORMATION ONLY

The Florida Department of Transportation has issued a concerns and recommendations letter. The Metropolitan Transportation Planning Organization has submitted a response letter to the Department addressing the concerns and recommendations.

Page [#]51 CA. 5 Metropolitan Planning Organization Staffing and Voting Structure DEFERRED

Page #143 CA. 6 Florida Department of Transportation FOR INFORMATION ONLY Performance Measures - May 2024 Carbon Reduction Strategy/Greenhouse Gas Status FOR INFORMATION ONLY

Subsequent to the April 1, 2024 Metropolitan Transportation Planning Organization meeting, Secretary Jared Perdue, Florida Department of Transportation sent a letter to the Florida metropolitan planning organization concerning statewide performance measures and targets for greenhouse gasses. The impact on Florida metropolitan planning organization Carbon Reduction Strategy/Greenhouse Gas performance measures and targets setting timeline is under review.

Page #147 CA. 7 Transit Ridership Status Report FOR INFORMATION ONLY

The Metropolitan Transportation Planning Organization ridership reports to monitor ridership recovery from the Covid-19 Pandemic.

Page [#]155 CA. 8 Transportation Disadvantaged Program -Status Report FOR INFORMATION ONLY

The Metropolitan Transportation Planning Organization has requested regular status reports concerning this program.

FDOT)

Florida Department of Transportation

RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

April 16, 2024

Michael B. Escalante Senior Planner Gainesville MTPO 2009 NW 67th Place Gainesville, FL 32653

Re: FDOT Amendment request for the Gainesville TPO Transportation Improvement Program (TIP) for FY 2023/24 – FY 2027/28

Dear Michael:

The Florida Department of Transportation (FDOT) requests Board approval for an amendment to the Transportation Improvement Program (TIP) for FY 2023/24 through FY 2027/28. Please add the following TIP Amendment request for action by the Gainesville TPO Board at their May 13 meeting.

Please include the amounts listed for the total project in the TIP Amendment Report.

The following are new individual projects added to the current STIP:

 449844-2
 SR24(ARCHER RD) AT SW 143RD ST AND SW 111TH TERR

 ADD LEFT TURN LANE(S) – Alachua County
 NON-SIS

 Fund
 Phase
 FY 2025

 ACSS
 CST
 \$3,060,756

If you have any questions, please do not hesitate to contact me: hillary.laskey@dot.state.fl.us or call: (904) 360-5681.

Sincerely,

Hillary Laskey

Hillary Laskey Gainesville MTPO Liaison FDOT District Two

www.fdot.gov

-16-

*



Florida Department of Transportation

RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

April 16, 2024

Michael B. Escalante Senior Planner Gainesville MTPO 2009 NW 67th Place Gainesville, FL 32653

Re: FDOT Amendment request for the Gainesville TPO Transportation Improvement Program (TIP) for FY 2023/24 – FY 2027/28

Dear Michael:

The Florida Department of Transportation (FDOT) requests Board approval for an amendment to the Transportation Improvement Program (TIP) for FY 2023/24 through FY 2027/28. Please add the following TIP Amendment request for action by the Gainesville TPO Board at their May 13 meeting.

Please include the amounts listed for the total project in the TIP Amendment Report.

The following are new individual projects added to the current STIP:

211209-2NW 43RD ST NORTH OF NW16TH BLVD AND NW 23RD AVEMEDIAN MODIFICATION – Alachua County*NON-SIS*FundPhaseFV 2025

<u>Fund</u>	<u>Phase</u>	FY 2025
ACSS	PE	\$235,987

If you have any questions, please do not hesitate to contact me: hillary.laskey@dot.state.fl.us or call: (904) 360-5681.

Sincerely,

Hillary Laskey

Hillary Laskey Gainesville MTPO Liaison FDOT District Two



From: Sent: To: Subject: Scott Koons Thursday, May 23, 2024 1:28 PM Mike Escalante (escalante@ncfrpc.org) FW: Request to Improve NW 83rd Street (Santa Fe College)

From: Liam Mcclay [mailto:liam.mcclay@sfcollege.edu]
Sent: Monday, May 13, 2024 1:43 PM
To: Scott Koons
Cc: Mike Escalante
Subject: Request to Improve NW 83rd Street (Santa Fe College)

Good Afternoon Executive Director Koons,

Earlier today I was notified that the Metropolitan Transportation Planning Organization will be meeting at 3:00 p.m. to discuss the 2045 Long-Range Transportation Plan Update as well as the list of priority projects for Fiscal Years 2025-26 to 2029-30. Santa Fe College is appreciative that adjacent roadways to campus are included in MTPO's plan and remains very hopeful they can be corrected to support both current and future needs. I am writing today to request consideration for improving NW 83rd Street as soon as possible aside from expansion efforts to positively impact SF's students as well as our community.

Over the years the condition of NW 83rd Street has greatly deteriorated, impacting not only the 11,000 students who regularly attend classes on the NW Campus, but also hundreds of college employees and countless campus visitors and commuters who use this road on a daily basis. Due to its hazardous condition NW 8rd Street, between NW 23rd Avenue and NW 39th Avenue, has already been identified by MTPO as one of the "Roads Operating at an Unacceptable Highway Level of Service" within the 2019 Gainesville Metropolitan Area report. Since 2020, SF's Student Government has routinely brought this issue forward and has passed multiple resolutions seeking assistance for correcting this road, particularly between NW 23rd Avenue and North Road, because of the negative impact it is having on students. Students, employees and visitors also submit complaints that the road is unsafe and potentially detrimental to themselves, as well as the college since it is the front door to the NW Campus. In the five years since the report was released, the condition of this road continues to worsen.

Under the 2045 Plan, expansion of NW 83rd Street from two dedicated transit lanes to four lanes under the "Cost Feasible Plan-Eligible Congested Corridors" will greatly improve access and transportation, and we are pleased to see this listed with a number one ranking. However, since the project is not slated to begin anytime in the immediate future, the College respectfully requests that MTPO consider repairing the existing roadway now to improve traffic and pedestrian safety and reduce strain on the users who regularly experience difficulties with navigating this critical area. Santa Fe College serves as one of the economic drivers of the region and a strong partner of local workforce development; correcting the identified roadway deficiencies in advance of expansion will have an immediate and positive impact on the thousands of users who use this road, many to attend college to improve their economic and social mobility.

Please share this communication with MTPO members as you consider updates to these planning efforts. Thank you in advance for your attention and time.

Sincerely,

Liam McClay Vice President Public and Governmental Affairs Santa Fe College (352) 395-5442 Liam.McClay@sfcollege.edu

Please note that Florida has a broad public records law, and that all correspondence to or from College employees via email may be subject to disclosure.

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May 24, 2024

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons AICP, Executive Director

STCK

SUBJECT: Interlocal Agreement for Alachua Countywide Bicycle and Pedestrian Master Plan

RECOMMENDATION

Authorize the Chair to execute the interlocal agreement between the Metropolitan Transportation Planning Organization, Alachua County, City of Gainesville and University of Florida.

BACKGROUND

The Metropolitan Transportation Planning Organization included in the Unified Planning Work Program for Fiscal Years 2024-25 and 2025-26 preparation of the Alachua Countywide Bicycle and Pedestrian Master Plan in the amount of \$254,700. The attached interlocal agreement (Exhibit 1) between the Metropolitan Transportation Planning Organization, Alachua County, City of Gainesville and University of Florida provides for Alachua County to manage the preparation of the plan being funded by federal transportation planning funds.

Attachment

t:\scott\sk24\mtpo\memo\interlocal agreement alachua countywide bicycle and pedestrian master plan.docx

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EXHIBIT 1

INTERLOCAL AGREEMENT BETWEEN METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA, ALACHUA COUNTY, THE CITY OF GAINESVILLE, AND THE UNIVERSITY OF FLORIDA CONCERNING THE PREPARATION AND FUNDING OF THE ALACHUA COUNTYWIDE BICYCLE-PEDESTRIAN MASTER PLAN, NO. 14214

THIS AGREEMENT, made and entered into this ______ day of ______ 2024, pursuant to the authority of Section 163.01, Florida Statutes, by and between the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area ("MTPO"); Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"); the City of Gainesville, by and through its City Commission ("City"); and The University of Florida Board of Trustees ("UF"), a public body corporate of the State of Florida, collectively the Parties.

WITNESSETH:

WHEREAS, the Parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantages to provide services in an effort to enhance bicycle and pedestrian facilities, connectivity and safety within Alachua County, the City of Gainesville, and for students, staff and faculty of the University of Florida; and

WHEREAS, Section 163.01(4) of the Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties do hereby agree to jointly fund and cooperate in the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan and do further agree, as follows:

1. Purpose: The purpose of this Agreement is:

- a. To establish the scope of the Alachua Countywide Bicycle-Pedestrian Master Plan; and
- b. To establish the funding responsibilities of the parties to this Agreement concerning the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan; and
- c. To establish cooperation by the parties to this Agreement concerning the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan.

2. Effective Date, Duration, and Amendments:

- a. This agreement shall be effective upon execution by all Parties to this Agreement and shall continue thereafter until all obligations of the Parties are completed, including the completion of the Alachua Countywide Bicycle-Pedestrian Master Plan and acceptance by the County, with consent of the Parties.
- b. Amendments to this Agreement shall be made effective by an affirmative vote of all Parties to this Agreement, as well as the written execution of the amendment.

- 3. Scope:
- a. The purpose of the Alachua Countywide Bicycle-Pedestrian Master Plan is to develop:
 - i. A prioritized list and mapping of bicycle and pedestrian projects in the City of Gainesville and the Alachua County Urban Cluster as mapped in the Alachua County Comprehensive Plan; and
 - ii. A prioritized list and mapping of bicycle and pedestrian projects outside the Urban Cluster that provide connectivity to outlying municipalities, settlements, and regional trail connections within Alachua County to be utilized to implement the Alachua County Comprehensive Plan.
- b. The tasks and data required to identify and develop the prioritized project lists will include:
 - i. Facilitate and document public involvement, including conducting a minimum of two public meetings and providing a summary of those meetings;
 - ii. Review data of existing bicycle and pedestrian infrastructure and update, as needed;
 - iii. Review data of existing bicycle and pedestrian infrastructure gap analyses and update, as needed;
 - iv. Review Alachua County bicycle and pedestrian crash data;
 - v. Analyze Alachua County bicycle and pedestrian networks;
 - vi. Develop a facility needs assessment for Alachua County;
 - vii. Develop project prioritization methodology
 - viii. Develop a bicycle and pedestrian modifications needs list, cost estimates, and mapping; and
 - ix. Develop prioritized bicycle and pedestrian project lists, cost estimates, and mapping.
- 4. Finances: The MTPO hereby agrees to fund the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan in the amount of \$254,700.

Upon the execution of the contract with the Consultant, the County shall invoice the MTPO for any amount due at the time of execution. The County shall invoice the MTPO for any subsequent amounts due to the Consultant after the execution of the contract, up to \$254,700. The MTPO agrees to make payment to the County within 30 calendar days of receipt of the invoice from the County.

5. Preparation:

- a. The County will engage a transportation planning consultant ("Consultant") to prepare the Alachua Countywide Bicycle-Pedestrian Master Plan.
- b. The County will serve as the Project Manager for the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan.

6. Coordination:

- a. The County, the City, and UF hereby agree to participate in the Consultant selection process and contract negotiations, pursuant to the County's selection and procurement requirements, with the final decision being made by the Alachua County Board of County Commissioners.
- b. The County, the City, and UF hereby agree to cooperate with the Consultant in the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan, including, but not limited to, providing existing data, document or studies, reviewing drafts, attending meetings and responding to consultant questions.

Page 2 of 10 -24 - Alachua Countywide Bicycle-Pedestrian Master Plan Agreement -(MTPOAlachua Gainesville UF) Final docx

- c. The County, the City, and UF agree to make available to the Consultant datasets and maps of bicycle and pedestrian facilities compiled and maintained by the County, the City, and UF.
- 7. Notice: Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and City are:

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area: Scott R. Koons, AICP, Executive Director 2009 NW 67th Place Gainesville, FL 32653-1603 Email: koons@ncfrpc.org

County: County Manager 12 SE 1st Street Gainesville, FL 32601 Email: mlieberman@alachuacounty.us

County Project Manager: Alison Moss, AICP Senior Transportation Planner 10 SW 2nd Ave, 3rd Floor Gainesville, FL 32601 Email Address: amoss@alachuacounty.us

City:

City of Gainesville, Public Works Department 405 NW 39th Avenue Gainesville, FL 32609 Email Address: SingletonBM@cityofgainesville.org

University of Florida: University of Florida Board of Trustees Vice President for Business Affairs University of Florida 204 Tigert Hall P. O. Box 113100 Gainesville, Florida 32611 Email Address: curtrey@ufl.edu

8. Sovereign Immunity: The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the

Linda Dixon, Director of Planning PO Box 115050 Gainesville, Florida 32611 Email:Ldixon@ufl.edu

University Project Manager:

negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- **9.** Severability: If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 10. Governing Law and Venue: This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
- 11. Recording of Interlocal and Amendments: Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.
- 12. Electronic Signatures: The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 13. Termination of Prior Agreement. This Agreement supersedes and replaces in its entirety that certain INTERLOCAL AGREEMENT CONCERNING THE PREPARATION AND FUNDING OF THE ALACHUA COUNTYWIDE BICYCLE-PEDESTRIAN MASTER PLAN previously executed by the parties hereto on or about November 15, 2023. For clarity, this Agreement constitutes the only agreement among the parties hereto related to the Alachua Countywide Bicycle-Pedestrian Master Plan.
- 14. Availability of Funds. Payments made pursuant to this Agreement are subject to, and conditioned upon, the total release of authorized appropriations and receipt of such funds from the Florida Department of Transportation by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

15. Audit Requirements.

(A) The County agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement.

(B) These records shall be available at all reasonable times for inspection, review or audit by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and State of Florida personnel at the location where such records are stored and maintained by the County. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(C) The County shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of six (6) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the six-year (6-year) period, the records shall be retained until the litigation or audit findings have been resolved.

(D) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Public Records. The Parties shall allow public access to all documents, reports, papers, letters or other material, subject to the provision of Chapter 119, Florida Statutes, prepared or received in conjunction with this Agreement.

17. Subcontracts.

(A) Except as otherwise authorized in writing by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Parties shall not execute any contract or obligate itself in any manner requiring the disbursement of funds with any third party with respect to the project without the written concurrence of the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area. The Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area specifically reserves unto himself/herself the right to review the qualifications of any subconsultant or contractor and to approve or disapprove the employment of the same after the subconsultant is selected but before a subconsultant contract is executed.

(B) If, after receiving written approval by the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Parties subcontract any or all of the work required under this Agreement, the Parties agree to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

(C) The Parties agree to include in the subcontract that the subcontractor shall hold the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and Consultant harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(D) If, after receiving written approval by the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, a Party subcontracts, a copy of the executed subcontract must be forwarded to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area within 10 calendar days after execution.

(E) It is understood and agreed by the parties hereto that participation by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area in a project with a consultant, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the consultant complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. As a further condition, a consultant must involve the

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area in the Subconsultant Selection Process for all projects. In all cases, a consultant's attorney must certify to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

(F) As required by 49 Code of Federal Regulations 26.13, a consultant shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any United States Department of Transportation-assisted contract or in the administration of its Disadvantaged Business Enterprise program or the requirements of 49 Code of Federal Regulations Part 26. A consultant shall take all reasonable and necessary steps under 49 Code of Federal Regulations Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts.

(G) Any consultant must utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the consultant during the term of the contract. The consultant shall also expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the United States 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.

18. Termination.

(A) This Agreement may be terminated by the written mutual consent of the Parties, provided that any hired consultant shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.

(B) If a Party fails to fulfill in a timely and proper manner its obligations under this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall have the right, without liability, to terminate this Agreement within ten (10) calendar days after giving written notice to the Parties of such termination.

In the event a Party substantially or materially fails to fulfill its obligations under this Agreement, in advance of terminating the contract for default, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall issue a formal written notice stating the basis for termination and providing a reasonable opportunity for the Party to cure and correct the deficiencies in its contract performance within 10 calendar days after first being informed of the basis for the contract termination. If after the cure notice period, the Party fails to fulfill in a timely and proper manner its obligations under this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall have the right to terminate this Agreement by giving written notice to the other party of such termination, the basis thereof and specifying the effective date of such termination, which shall in no event precede the cure notice period.

In the event of contract termination for whatever reason, costs incurred in providing services under the contract prior to the effective date of the termination shall be reimbursable. It is understood that this reimbursement shall include a fair and reasonable fee.

(C) Notwithstanding the above, a Party shall not be relieved of liability to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area by virtue of any breach of contract by a consultant. The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area may withhold any payments to a Party for purpose of set-off until such time as the exact amount of damages due the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is determined.

(D) Any Party may terminate this Agreement without cause by providing 15 calendar days' written notice to the other, provided that any Party shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.

(E) In the event funds to finance this contract become unavailable, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area may terminate the Agreement with no less than 24 hours' written notice to the other Parties. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall be the final authority as to the availability of funds. In the event it becomes necessary to cancel this Agreement due to lack of availability of funds, all Parties will be reimbursed for incurred costs up to the date of Agreement termination. The reimbursement for these costs shall be inclusive of a fair and reasonable fee.

19. Prohibited Interests.

(A) No Party, nor any of its subcontractors, shall enter into any contract, subcontract or arrangement in connection with the project or any property included, or planned to be included in the project, in which any officer of the Parties or subcontractors has any interest, direct or indirect for one year after completion of the project. If any such present or former officer involuntarily acquires, or had acquired prior to the beginning of his/her tenure, any such interest, and if any interest is immediately disclosed to the Parties and, with prior approval of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the prohibition contained in this paragraph may be waived, provided, that any such present officer shall not participate in any action by the Parties relating to such contract, subcontract or arrangement.

The Parties shall insert in all subcontracts entered into in connection with the project, or any property included or planned to be included in any project, the following provision:

"No member, officer or employee of the Consultant either during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between a consultant and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

(B) No Member or delegate to the Congress of the United States shall be admitted to any share, or part of this Agreement, or any benefit arising therefrom.

(C) The Parties warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for the Parties to solicit or secure this Agreement and that it has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement.

(D) 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 and 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.

20. Nondiscrimination.

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, in accordance with Title VI of the Civil Rights Act of 1964 and other federal, state and local nondiscrimination authorities, hereby notices all bidders that it will affirmatively ensure that in any contract entered into pursuant to any advertisement soliciting contractual services, minority business enterprises will be afforded full opportunity to submit bids in response to any such invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in consideration for an award.

During the performance of this Agreement, the Parties, assignees, and successors in interest agree, as follows:

(A) <u>Compliance with Regulations</u>: The Parties shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(B) <u>Nondiscrimination</u>: The Parties, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Parties shall not participate, either directly or indirectly, in the discrimination prohibited by 49 Code of Federal Regulations 21.5 of the Regulations, including employment practices when the contract covers a program set forth in 49 Code of Federal Regulations Part 21, Appendix A.

(C) <u>Solicitations for Subcontractors, including Procurements of Materials and Equipment:</u> In all solicitations made by competitive bidding or negotiation by the Parties for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Parties of these obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.

(D) <u>Information and Reports:</u> The Parties shall provide all information and reports required by statutes, regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Florida Department of Transportation, the Federal Highway Administration and the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information. (E) <u>Sanctions for Noncompliance:</u> In the event of a Party's noncompliance with the nondiscrimination provisions of this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall impose such sanctions as it, the Florida Department of Transportation, Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to: withholding of payments under this Agreement until compliance is achieved; and/or cancellation, termination or suspension of this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Parties shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the statute, regulation, or directive issued pursuant thereto. The Parties shall take such action with respect to any subcontract or procurement as the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Party may request the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area to enter into such litigation to protect the interests of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and, in addition, the Party may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed and their signatures to be affixed on the day and year first above written.

ATTEST:

J.K. "Jess" Irby, Clerk of the Court

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

BY: Mary C Alford, Chair

CITY COMMISSION OF THE CITY OF GAINESVILLE

BY:_____

Harvey Ward, Mayor

Kristen Bryant Clerk of the Commission

Misty Martin, Executive Assistant

Alachua County Attorney's Office

APPROVED AS TO FORM

ATTEST:

REVIEWED

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

BY:_____

Dave Kratzer, Senior Vice President, Construction, Facilities, and Auxiliary

METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

BY:_____ Cynthia Moore Chestnut, Chair

BY:

ATTEST:

Office of the General Counsel, University of Florida

BY: _____ Casey Willits, Secretary-Treasurer



Serving Alachua Bradford • Columbia Dixie • Gilchrist • Hamilton Lafayette • Levy • Madison Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 24, 2024

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director

SUBJECT: Transit Ridership Status Report

STAFF RECOMMENDATION

For Information Only.

BACKGROUND

On June 21, 2021, a Metropolitan Transportation Planning Organization member requested updated transit ridership information in order to monitor Covid-19 Pandemic-impacted transit ridership recovery. Subsequently, the Metropolitan Transportation Planning Organization:

- Discussed and approved its most recent annual ridership report for the Regional Transit System at its July 11, 2022 meeting; and
- Received transit ridership status reports at its October 25, 2021, April 25, 2022, July 11, 2022, October 24, 2022, December 12, 2022, February 6, 2023, April 3, 2023, June 5, 2023, August 16, 2023, October 2, 2023, December 4, 2023, April 1, 2024, May 13, 2024 and June 3, 2024 meetings.

Below is the link to the Annual Transit Ridership Monitoring Report approved on July 11, 2022.

http://ncfrpc.org/mtpo/publications/Transit/2022/Transit_Ridership_Monitoring_Report_2021a.pdf

Exhibit 1 shows Pre-Covid-19 Pandemic Fiscal Year 2018-19 and Pre-Covid-19 Pandemic Fiscal Year 2019-20 sample transit ridership contrasted with Covid-19 Pandemic-impacted Fiscal Year 2019-20 sample transit ridership.

Exhibit 2 shows Covid-19 Pandemic-impacted Fiscal Year 2019-20 sample transit ridership contrasted with Covid-19 Pandemic-impacted Fiscal Year 2020-21 sample transit ridership.

Exhibit 3 shows Covid-19 Pandemic-impacted Fiscal Year 2020-21 sample transit ridership contrasted with Covid-19 Pandemic-impacted Fiscal Year 2021-22 sample transit ridership. This exhibit shows that ridership was recovering in Fiscal Year 2021-22.

Exhibit 4 shows Covid-19 Pandemic-impacted Fiscal Year 2021-22 sample transit ridership contrasted with Covid-19 Pandemic-impacted Fiscal Year 2022-23 (Fourth Quarter) sample transit ridership. This exhibit shows that ridership is recovering in Fiscal Year 2022-23.

Exhibit 5 shows Covid-19 Pandemic-impacted Fiscal Year 2022-23 sample transit ridership contrasted with Covid-19 Pandemic-impacted Fiscal Year 2023-24 (October through March)) sample transit ridership. This exhibit shows that ridership is recovering in Fiscal Year 2023-24.

Exhibit 6 shows Pre-Covid-19 Fiscal Year 2018-19 sample transit ridership contrasted with Covid-19 Pandemicimpacted plus Fare-Free Fiscal Year 2023-24 (October through March) sample transit ridership. This exhibit shows that ridership is recovering, but is significantly below Pre-Covid-19 Pandemic ridership.

Attachments

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Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2019-20

Fiscal Year 2019-20

	Pre	-Covid-19	Pandem	ic Ridersl	nip				Covid-2	9 Pande	mic Ride	rship		
Үеаг	October	November	December	January	February	Sum	March	April	May	June	July	August	September	Sum
							Route 1							
2018-19	57,729	45,187	33,612	49,493	44,741	230, 762	45,494	45,715	40,318	36,374	40,586	48,590	49,474	306,551
2019-20	53,894	43,234	33,824	48,595	43,437	222,984	27,967	14,903	14,446	19,961	22,080	23,102	19,656	142,115
Ridership I	Percentage (Change				-3.37%								-53.64%
							Route 9							
2018-19	62,927	44,318	16,932	46,596	48,371	219,144	38,866	44,830	16,982	14,972	18,390	35,417	53,054	222,511
2019-20	61,789	44,225	17,949	54,315	53,366	231,644	12,648	1,194	939	1,265	1,410	2,079	5,328	24,863
Ridership I	Percentage (Change				5.70%								-88.83%
	· · · · · · · · · · · ·						Route 12							
2018-19	61,371	44,079	23,453	46,823	46,233	221,959	39,822	44,488	24,891	22,218	25,956	39,944	47,972	245,291
2019-20	56,108	41,878	22,499	49,368	48,322	218,175	17,817	4,121	3,673	4,471	5,194	5,884	8,714	49,874
Ridership	Percentag	e Change				-1.70%								-79.67%
							Route 20							
2018-19	95,974	70,089	35,864	77,928	79,744	359,599	67,709	77,050	50,881	45,356	56,389	68,388	85,809	451,582
2019-20	90,984	67,886	35,901	74,573	74,157	343,501	24,119	5,791	6,672	8,727	9,358	11,872	16,198	82,737
Ridership	Percentage	Change				-4.48%								-81.68%
							Route 35							
2018-19	73,633	51,313	24,843	60,267	60,804	270,860	48,281	55,332	35,377	32,927	39,683	48,400	60,736	320,736
2019-20	68,404	49,687	25,794	56,747	56,463	257,095	18,754	4,394	5,303	7,277	7,582	8,608	12,665	64,583
Ridership	Percentage	Change				-5.08%							,1(-79.86%

Percentage Ridership Decrease

.

Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2020-21

Year	October	November	December	January	February	March	April	May	June	July	August	September	Sum
	Q					Rout	e 1						
2019-20	53,894	43,234	33,824	48,595	43,437	27,967	14,903	14,446	19,961	22,080	23,102	19,656	365,099
2020-21	20,681	16,747	17,714	18,697	18,293	20,846	18,745	16,351	17,051	17,867	23,108	26,385	232,485
									4.0				-36.32%
						Rout	e 9						
2019-20	61,789	44,225	17,949	54,315	53,366	12,648	1,194	939	1,265	1,410	2,079	5,328	256,507
2020-21	5,213	3,490	2,613	5,626	7,453	7,953	6,262	4,805	5,865	7,131	15,786	32,481	104,678
													-59.19%
						Route	e 12						
2019-20	56,108	41,878	22,499	49,368	48,322	17,817	4,121	3,673	4,471	5,194	5,884	8,714	268,049
2020-21	8,902	7,275	6,710	11,170	12,962	12,814	12,022	11,519	11,286	11,858	24,022	33,545	164,085
													-38.79%
						Route	: 20						
2019-20	90,984	67,886	35,901	74,573	74,157	24,119	5,791	6,672	8,727	9,358	11,872	16,198	426,238
2020-21	17,708	14,351	12,030	19,023	21,737	25,227	22,301	15,097	17,290	20,011	30,123	53,939	268,837
													-36.93%
						Route	35						
2019-20	68,404	49,687	25,794	56,747	56,463	18,754	4,394	5,303	7,277	7,582	8,608	12,665	321,678
2020-21	12,808	10,097	8,703	13,828	14,827	16,372	14,453	9,688	9,941	10,901	21,202	37,262	180,082
													-44.02%

Covid-19 Pandemic Ridership

Percentage Ridership Decrease

Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2021-22

				CUVI	u-19 F and	Tennic Flu	s rare-ri	ee Riders	mp				
Year	October	November	December	Јапиату	February	March	April	May	June	July	August	September	Sum
						Rou	te 1						
2020-21	20,681	16,747	17,714	18,697	18,293	20,846	14,903	14,446	17,051	17,867	23,108	26,385	226,738
2021-22	24,956	20,475	20,100	20,632	22,011	24,642	23,995	24,412	24,315	23,758	29,374	26,412	285,082
Ridership I	Percentage (Change											25.73%
						Rou	te 9						
2020-21	5,213	3,490	2,613	5,626	7,453	7,953	1,194	939	1,265	1,410	15,786	32,481	85,423
2021-22	26,184	25,425	12,283	19,996	27,414	23,499	20,591	8,177	9,064	9,753	20,882	37,147	240,415
Ridership l	Percentage	Change											181.44%
						Rout	te 12						
2020-21	8,902	7,275	6,710	11,170	12,962	12,814	4,121	3,673	4,471	5,194	24,022	33,545	134,859
2021-22	27,098	24,798	15,456	24,998	29,317	26,291	25,100	14,008	15,970	17,166	30,258	42,010	292,470
Ridership l	Percentage	Change											116.87%
						Rout	te 20						
2020-21	17,708	14,351	12,030	19,023	21,737	25,227	5,791	6,672	8,727	9,358	30,123	53,939	224,686
2021-22	46,568	40,093	21,250	29,295	45,140	39,114	35,266	19,739	21,324	21,603	27,937	47,156	394,485
Ridership]	Percentage	Change											75.57%
						Rou	te 35						
2020-21	12,808	10,097	8,703	13,828	14,827	16,372	4,394	5,303	7,277	7,582	21,202	37,262	159,655
2021-22	32,792	24,004	14,684	27,295	26,962	24,332	22,799	13,515	15,746	15,741	19,026	26,454	263,350
Ridership	Percentage	Change											64.95%

Covid-19 Pandemic Plus Fare-Free Ridership

Percentage Ridership Decrease

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Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2022-23

				COVI	u-19 F and	tenne r tu	s rare-ri	ee Riders	աթ				
Year	October	November	December	January	February	March	April	May	June	July	August	September	Sum
						Rou	te 1						
2021-22	24,956	20,475	20,100	20,632	22,011	23,995	24,412	24,412	24,315	23,758	29,374	26,412	284,852
2022-23	27,470	22,824	22,645	25,723	24,694	25,827	23,890	22,632	21,422	21,550	28,010	32,292	298,979
Ridership H	Percentage	Change											4.96%
						Rou	te 9						
2021-22	26,184	25,425	12,283	19,996	19,996	20,591	8,177	8,177	9,064	9,753	20,882	37,147	217,675
2022-23	38,302	28,718	13,710	34,177	36,989	33,635	32,716	12,286	10,116	9,705	15,334	31,236	296,924
Ridership I	Percentage	Change											36.41%
						Rout	e 12						
2021-22	27,098	24,798	15,456	24,998	29,317	25,100	14,008	14,008	15,970	17,166	30,258	42,010	280,187
2022-23	43,142	32,862	22,650	38,980	40,566	36,874	37,177	21,435	18,882	17,341	28,291	39,414	377,614
Ridership B	Percentage	Change											34.77%
						Rout	e 20						
2021-22	46,568	40,093	21,250	29,295	45,140	35,266	19,739	19,739	21,324	21,603	27,937	47,156	375,110
2022-23	49,988	38,967	21,095	40,964	44,572	40,538	39,468	25,002	26,624	30,083	31,575	53,172	442,048
Ridership I	Percentage	Change											17.84%
						Rout	e 35						
2021-22	32,792	24,004	14,684	27,295	26,962	22,799	13,515	13,515	15,746	15,741	19,026	26,454	252,533
2022-23	26,573	20,054	12,741	23,995	25,170	24,235	23,070	14,837	14,469	16,296	23,077	38,200	262,717
Ridership I	Percentage	Change											4.03%

Covid-19 Pandemic Plus Fare-Free Ridership

Percentage Ridership Decrease

Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2023-24

81**				Covi	d-19 Pand	lemic Plus	s Fare-Fi	ree Rider	rship				
Year	October	November	December	January	February	March	April	May	June	July	August	September	Sum
						Rout	e 1						
2022-23	27,470	22,824	22,645	25,723	24,694	25,827	23,890						173,073
2023-24	33,054	27,548	23,146	27,848	26,957	26,839	28,888						194,280
Ridership I	Percentage (Change											12.25%
						Rout	te 9						
2022-23	38,302	28,718	13,710	34,177	36,989	20,591	32,716						205,203
2023-24	31,121	24,386	8,954	25,703	26,994	19,792	22,502						159,452
Ridership I	Percentage (Change											-22.30%
						Rout	e 12						
2022-23	43,142	32,862	22,650	38,980	40,566	36,874	37,177	J					252,251
2023-24	38,916	33,543	19,620	39,193	43,136	33,191	38,968						246,567
Ridership I	Percentage (Change											-2.25%
						Rout	e 20						
2022-23	49,988	38,967	21,095	40,964	44,572	40,538	39,468						275,592
2023-24	56,038	41,661	21,606	41,630	48,375	37,644	43,144						290,098
Ridership I	Percentage (Change											5.26%
						Rout	e 35						
2022-23	26,573	20,054	12,741	23,995	25,170	24,235	23,070						155,838
2023-24	37,235	26,927	14,983	30,514	32,959	25,983	30,670						199,271
Ridership	Percentage	Change											27.87%

Percentage Ridership Decrease

18

Transit Ridership with Covid-19 Impacts - Sample Routes

Fiscal Year 2018-19 - Fiscal Year 2023-24

Year	October	November	December	January	February	March	April	May	June	July	August	September	Sum
						Rou	te 1						
2018-19	57,729	45,187	33,612	49,493	44,741	45,494	45,715						321,971
2023-24	33,054	27,548	23,146	27,848	26,957	26,839	28,888						194,280
Ridership I	Percentage	Change									•	L	-39.66%
						Rou	te 9						
2018-19	62,927	44,318	16,932	46,596	48,371	38,866	44,830						302,840
2023-24	31,121	24,386	8,954	25,703	26,994	19,792	22,502						159,452
Ridership l	Percentage	Change											-47.35%
						Rout	te 12						
2018-19	61,371	44,079	23,453	46,823	46,233	39,822	44,488						306,269
2023-24	38,916	33,543	19,620	39,193	43,136	33,191	38,968						246,567
Ridership l	Percentage	Change											-19.49%
						Rout	te 20						
2018-19	95,974	70,089	35,864	77,928	79,744	67,709	77,050						504,358
2023-24	56,038	41,661	21,606	41,630	48,375	37,644	43,144						290,098
Ridership I	Percentage	Change										A	-42.48%
						Rout	e 35						
2018-19	73,633	51,313	24,843	60,267	60,804	48,281	55,332						374,473
2023-24	37,235	26,927	14,983	30,514	32,959	25,983	30,670					-	199,271
Ridership l	Percentage	Change											-46.79%

Percentage Ridership Decrease



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May 24, 2024

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons AICP, Executive Director State
SUBJECT: Year 2050 Long-Range Transportation Plan Update

FOR INFORMATION ONLY

In order to receive federal and state funds for transportation projects, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area must update the adopted Year 2045 Long-Range Transportation Plan to the Year 2050 by August 24, 2025. A transportation planning consulting firm, The Corradino Group, Inc., will assist with this effort.

The attached Exhibit 1 is the schedule for completion of the plan update.

Attachment

t:\scott\sk24\mtpo\memo\long range transportation plan 2050 update schedule.docx

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EXHIBIT E- SCHEDULE OF DELIVERABLES (Continued)

Year 1 Fiscal Year 2025 July 1, 2024 to June 30, 2025

Deliverable Date Task 2.1- Data Collection 7/31/24 \$5,000 Task 1.22- Vision Statement, Goals and Objectives 8/31/24 \$10,000 Task 2.2- Mapping 7/31/24 \$5,000 Task 2.3- Data Data (ZDATA) Inputs 8/31/24 \$5,000 Task 2.3- Data Development 7/31/24 \$5,000 Task 2.4- Highway and Transit Networks 7/31/24 \$5,000 Task 2.5- Data Projections 7/31/24 \$5,000 Task 2.6- Financial Resources 7/31/24 \$5,000 Task 3.3- Review 2010 Highway and Transit Networks 8/31/24 \$2,500 Task 3.4- Review Trip Generation Rate 8/31/24 \$2,500 Task 3.5- Review Trip Length Distribution 8/31/24 \$2,500 Task 3.6- Review Auto Occupancy Rates 8/31/24 \$2,500 Task 3.7- Review Transit Parameters 8/31/24 \$5,000 Technical Report 2- Data Collection, Mapping and Data Development 9/30/24 \$5,000 Task 4.1- Validate External Trips 11/30/24 \$5,000 Task 4.2- Validate Transit Pasignment Model 11/30/24 \$5,000		Due	Payment Amount
Task 2.1- Data Collection 7/31/24 \$\$5,000 Task 1.22- Vision Statement, Goals and Objectives \$\$8/31/24 \$\$10,000 Task 3.1-Review Zonal Data (ZDATA) Inputs \$\$8/31/24 \$\$2,500 Task 2.2- Mapping 7/31/24 \$\$2,000 Task 2.3- Data Development 7/31/24 \$\$2,000 Task 2.3- Data Development 7/31/24 \$\$5,000 Task 2.3- Data Development 7/31/24 \$\$5,000 Task 2.4- Highway and Transit Networks 7/31/24 \$\$5,000 Task 2.5- Data Projections 7/31/24 \$\$2,500 Task 3.2- Review 2010 Highway and Transit Networks 8/31/24 \$\$2,500 Task 3.3- Review Trip Generation Rate 8/31/24 \$\$2,500 Task 3.5- Review Trip Length Distribution 8/31/24 \$\$2,500 Task 3.7- Review Transit Parameters 8/31/24 \$\$2,500 Task 3.7- Review Transit Parameters \$\$7/31/24 \$\$5,000 Task 4.1- Validate External Trips \$\$1/30/24 \$\$5,000 Task 4.1- Validate Transit Assignment Model \$\$1/30/24 \$\$5,000 Task 4.2- Validate Trip Distribution Model \$\$1/30/24 <th>Deliverable</th> <th>A REAL PROPERTY AND INCOME.</th> <th></th>	Deliverable	A REAL PROPERTY AND INCOME.	
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TOTAL \$172,500	Public Workshop #3		\$172,500

EXHIBIT E- SCHEDULE OF DELIVERABLES (Continued) Year 2 Fiscal Year 2026

July 1, 2025 to June 30, 2026

Deliverable	Due Date	Payment Amount
Task 1.1 Public Participation Process and Documentation	9/30/25	\$10,000
Technical Report 7- Cost Feasible Plan	9/30/25	\$5,000
Technical Report 1- Public Involvement Documentation	9/30/25	\$5,000
Final Report	12/31/25	\$7,500
	TOTAL	\$27,500

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May 24, 2024

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

Scott R. Koons, AICP, Executive Director \leq FROM:

SUBJECT: Transportation Disadvantaged Program - Status Report

RECOMMENDATION

For Information Only.

BACKGROUND

Attached are the January 2024 - March 2024 Alachua County Transportation Disadvantaged Service Plan Standards Reports.

Attachments

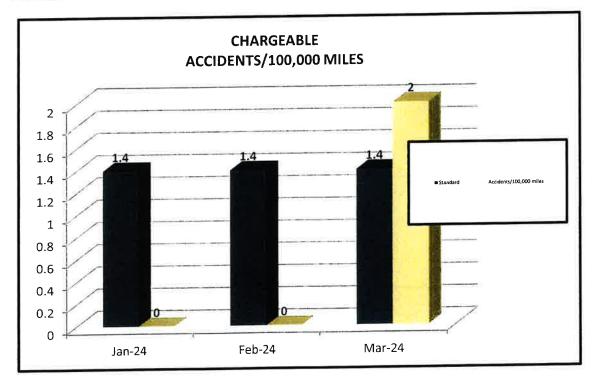
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TRANSPORTATION DISADVANTAGED SERVICE PLAN STANDARDS

ALACHUA COUNTY JANUARY 2024 - MARCH 2024

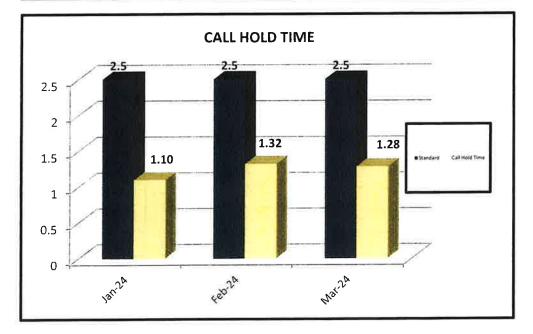
MONTH	STANDARD	CHARGEABLE ACCIDENTS/100,000 MILES
Jan-24	1.4	0
Feb-24	1.4	0
Mar-24	1.4	2



Source: MV Contract Transportation, Inc. Operations Report

TRANSPORTATION DISADVANTAGED SERVICE PLAN STANDARDS ALACHUA COUNTY, JANUARY 2024 - MARCH 2024

MONTH	STANDARD	CALL HOLD TIME
Jan-24	2.5	1.10
Feb-24	2.5	1.32
Mar-24	2.5	1.28

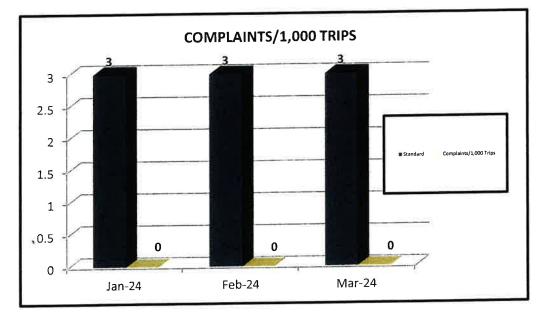


Source: MV Contract Transportation, Inc. Operations Report

TRANSPORTATION DISADVANTAGED SERVICE PLAN STANDARDS

MONTH	STANDARD	COMPLAINTS/1,000 TRIPS
Jan-24	3	0
Feb-24	3	0
Mar-24	3	00

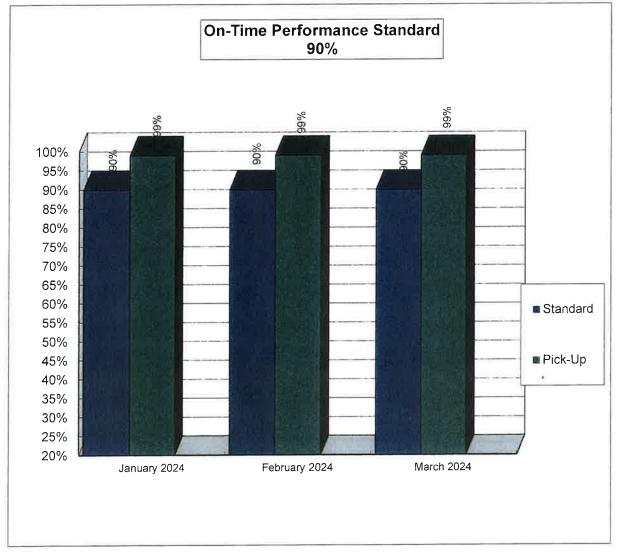
ALACHUA COUNTY, JANUARY 2024 - MARCH 2024



Source: MV Contract Transportation, Inc. Operations Report

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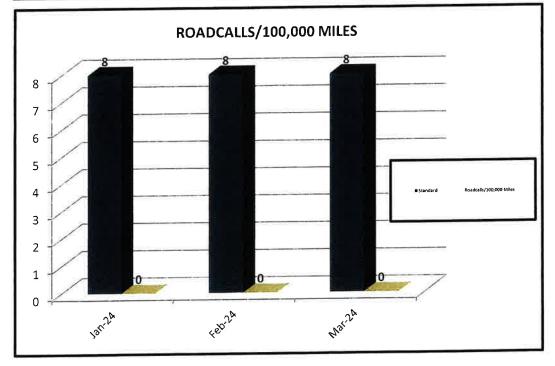
TRANSPORTATION DISADVANTAGED SERVICE PLAN STANDARDS OF PERFORMANCE ALACHUA COUNTY January 2024 - March 2024



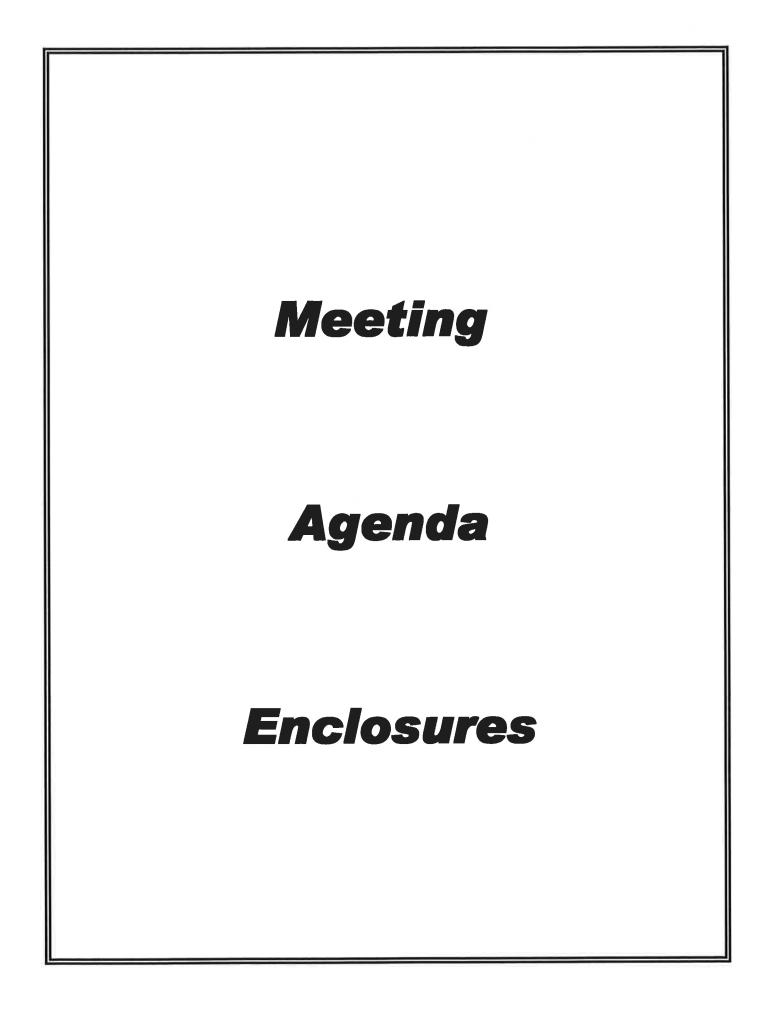
Source: MV Contract Transportatio, Inc. On-Time Analysis

TRANSPORTATION DISADVANTAGED SERVICE PLAN STANDARDS ALACHUA COUNTY, JANUARY 2024 - MARCH 2024

MONTH	STANDARD	ROADCALLS/100,000 MILES
Jan-24	8	0
Feb-24	8	0
Mar-24	8	0



Source: MV Contract Transportation, Inc. Operations Report





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May 24 2024

TO:	Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM:	Scott R. Koons AICP, Executive Director

SUBJECT: Transportation Improvement Program for Fiscal Years 2024-25 to 2028-29

TECHNICAL ADVISORY COMMITTEE RECOMMENDATION

The Technical Advisory Committee recommended that the Metropolitan Transportation Planning Organization approve the Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program as modified to:

- Incorporate review agency comments;
- Show projects on countywide maps; and
- Delete locally funded-only project funds from the project tables in Chapter III.

The Bicycle/Pedestrian Advisory Board reviewed the draft Transportation Improvement Program for Fiscal Years 2024-25 to 2028-29 and did not make a recommendation for approval.

Due to lack of a quorum, the Citizens Advisory Committee did not meet.

ADDITIONAL JOINT RECOMMENDATION

The Bicycle/Pedestrian Advisory Board and Technical Advisory Committee recommended that the Metropolitan Transportation Planning Organization authorize the Chair to send a letter to the Florida Department of Transportation District 2 Secretary to request that the Florida Department of Transportation Involve the Metropolitan Transportation Planning Organization in scoping of the West University Avenue resurfacing project [4415201], from Gale Lemerand Drive to NW 37th Street, to encourage conversion of the roadway segment to a two lane divided roadway with adequate bicycle and pedestrian facilities.

ADDITIONAL BICYCLE/PEDESTRIAN ADVISORY BOARD RECOMMENDATION

After review of the draft Transportation Improvement Program for Fiscal Years 2024-25 to 2028-29, the Bicycle/Pedestrian Advisory Board recommended that the Metropolitan Transportation Planning Organization authorize the Chair to send a letter to the Florida Department of Transportation District 2 Secretary to strongly encourage the Florida Department of Transportation to reduce focus on capacity and throughput and instead prioritize safety, pedestrian/bicycle infrastructure, and a Vision Zero Framework.

ADDITIONAL TECHNICAL ADVISORY COMMITTEE RECOMMENDATION

The Technical Advisory Committee recommended that the Metropolitan Transportation Planning Organization authorize the Chair to send a letter to the Florida Department of Transportation District 2 Secretary to request that the Florida Department of Transportation involve the Metropolitan Transportation Planning Organization in scoping of the:

- 1. U.S. Highway 441/State Road 25 (SW 13th Street/Martin Luther King, Jr. Boulevard) Multi-Use Path Project [4455731], from Museum Road to Inner Road; and
- West University Avenue Streetlighting Project [2076583], from State Road 26A (SW 2nd Avenue) to U.S. Highway 441/State Road 25 (SW 13th Street/Martin Luther King, Jr. Boulevard).

STAFF RECOMMENDATION

Approve all of the Bicycle/Pedestrian Advisory Board and Technical Advisory Committee recommendations, consisting of.

- 1. Approval of the Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program as modified to:
 - A. Incorporate review agency comments;
 - B. Show projects on countywide maps; and
 - C. Delete locally funded-only project funds from the project tables in Chapter III.
- 2. Authorization of the Chair to send a letter to the Florida Department of Transportation District 2 Secretary to:
 - A. Strongly encourage the Florida Department of Transportation to reduce focus on capacity and throughput and instead prioritize safety, pedestrian/bicycle infrastructure, and a Vision Zero Framework; and
 - **B.** Request that the Florida Department of Transportation involve the Metropolitan Transportation Planning Organization in scoping of the:
 - 1) U.S. Highway 441/State Road 25 (SW 13th Street/Martin Luther King, Jr. Boulevard) Multi-Use Path Project [4455731], from Museum Road to Inner Road;
 - 2) West University Avenue Streetlighting Project [2076583], from State Road 26A (SW 2nd Avenue) to U.S. Highway 441/State Road 25 (SW 13th Street/Martin Luther King, Jr. Boulevard); and
 - 3) West University Avenue Resurfacing Project [4415201], from Gale Lemerand Drive to NW 37th Street, to encourage conversion of the roadway segment to a two lane divided roadway with adequate bicycle and pedestrian facilities.

BACKGROUND

Please find a draft copy of the Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program (Exhibit 1) at the following website:

http://ncfrpc.org/mtpo/publications/tip/2024/TIPDOC24dft.pdf

The Transportation Improvement Program is a staged implementation program of transportation projects consistent, to the maximum extent feasible, with adopted comprehensive plans of Alachua County and the City of Gainesville.

Exhibit 2 is a copy of the advertisement for publication in The Gainesville Sun on May 15, 2024 and in The Independent Florida Alligator on May 13, 2024.

Authorization of Funds

The Transportation Improvement Program is the most important document that is approved annually by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area. In order for federal and state transportation funds to be spent in the Gainesville Metropolitan Area, they must be approved by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and included in this document.

Attachments

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COMMUNITY TRANSPORTATION MEETING

June 3, 2024 at 5:00 p.m. John R. "Jack" Durrance Auditorium, Alachua County Administration Building 12 SE 1st Street, Gainesville, Florida

PURPOSE: The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area has scheduled a public meeting to receive input concerning the proposed Transportation Improvement Program for Fiscal Years 2023-24 to 2027-28. The Transportation Improvement Program is a staged implementation program of transportation projects consistent, to the maximum extent feasible, with the Alachua County and City of Gainesville comprehensive plans.

Projects in the proposed Transportation Improvement Program are also consistent with the Gainesville Metropolitan Area Year 2045 Long-Range Transportation Plan. This plan identifies transportation system modifications expected to be needed to serve projected volumes and patterns of traffic through the Year 2045. <u>A final decision regarding all projects contained in the Transportation Improvement Program will be forwarded to the Florida Department of Transportation by the adoption of this Transportation Improvement Program document.</u>

Public notice of public involvement activities and time established for public review and comments on the Transportation Improvement Program will satisfy the Program of Projects.

The Federal Obligations Reports are included in Appendix B of the Transportation Improvement Program. These Reports show the expenditure of federal funds within the Gainesville Metropolitan Area from October 1, 2022 through September 30, 2023.

This map only shows some of the transportation projects scheduled during the next five years. The proposed Transportation Improvement Program includes transportation projects such as: blcycle; pedestrian; project development and environmental studies; resurfacing/ repaying; school safety concern; transportation alternatives; and transit projects, including transportation disadvantaged projects.

The meeting is broadcast live on Cox Channel 12 and is also available on the Alachua County Video on Demand Website [link below]

https://alachuacounty.us/Pages/AlachuaCounty.asox

Public comment and/or exhibits on the draft Transportation Improvement Program in advance of its approval shall be provided:

- in written format one business day (Friday, May 31, 2024 by 5:00 p.m.) prior to the meeting to escalante@ncfroc.org; or
- in written and/or oral presentation in-person at the June 3, 2024 meeting in the John R. "Jack" Durrance Auditorium.

Copies of the meeting agenda and more detailed information concerning the Federal Obligations Report and proposed Transportation Improvement Program can be obtained by writing to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, c/o North Central Florida Regional Planning Council, 2009 NW 67th Place, Gainesville, Fiorida 32653, at the www.ncfpc.org/mbo website, or by calling 352,955,2200. Copies of the meeting agenda will also be posted at the above address. All persons are advised that, if they decide to contest any decision made at this public meeting, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which it is to be based. All interested persons are invited to attend and be heard. Public participation is solicited without regard to race, color, national origin, age, sex, sexual orientation, marital status, religious status, disability, familial status or gender identity. Persons who require special accommodations under the American with Disabilities Act, or persons who require translation services (free of charge), should contact Michael Escalarite at 352.955.2200, extension 114, at least 48 hours before the public meeting.

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area consists of the Gainesville City Commission, the Alachua County Commission and nonvoting advisors of the University of Florida, the Florida Department of Transportation and a rural community advisor. The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is responsible for the continuing, comprehensive and cooperative urban transportation planning program for the Gainesville Metropolitan Area. This planning program is required in order to receive federal and state funds for transportation projects.



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May 24, 2024

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

Scott R. Koons, AICP, Executive Director FROM:

SUBJECT: Metropolitan Planning Organization Staffing and Voting Structure

STAFF RECOMMENDATION

Receive Metropolitan Planning Organization Advisory Council presentation and review information.

BACKGROUND

At its April 1, 2024 meeting, the Metropolitan Transportation Planning Organization requested metropolitan planning organization staffing and voting structure information of the Florida metropolitan planning organizations. Information provided by the Florida Metropolitan Planning Organization Advisory Council is attached as Exhibit 1.

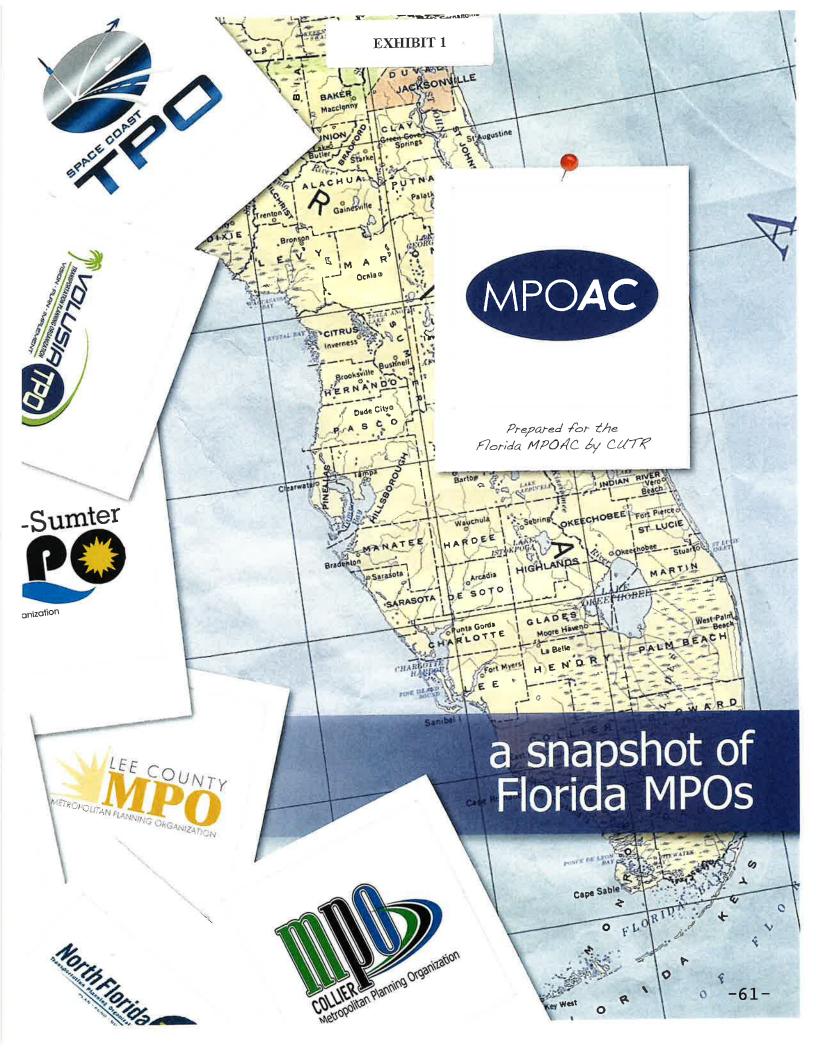
Attached as Exhibit 2 is information provided by Alachua County Growth Management Department concerning metropolitan planning organization staffing options.

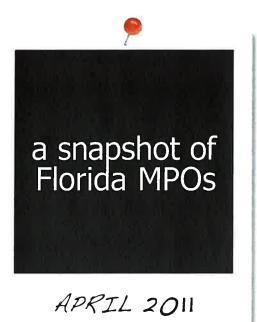
At its May 13, 2024 meeting, the Metropolitan Transportation Planning Organization deferred this information item that was on the Consent Agenda.

Attachments

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Prepared for Florida Metropolitan Planning Organization Advisory Council 605 Suwannee Street, MS 28B Tallahassee, FL 32399-0450 850/414-4037 www.mpoac.org

Prepared by

Melissa McCarville Center for Urban Transportation Research University of South Florida 4202 E. Fowler Avenue, CUT100 Tampa, FL 33620-5375 813/974-3120 www.cutr.usf.edu



MPOAC

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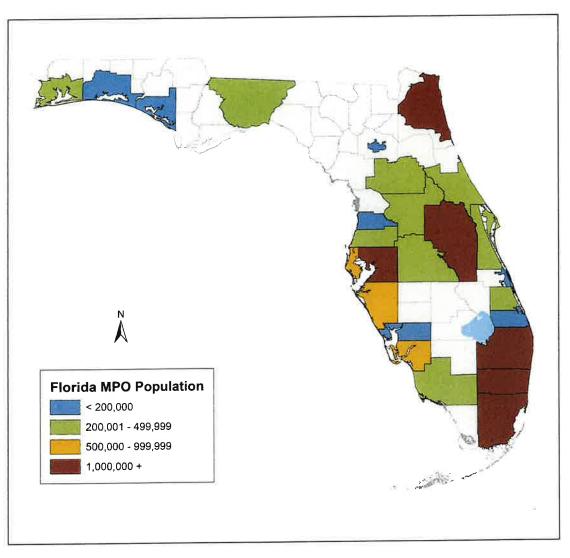
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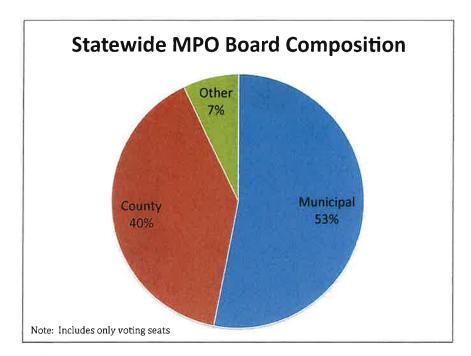


MPO FACTSHEET SUMMARY



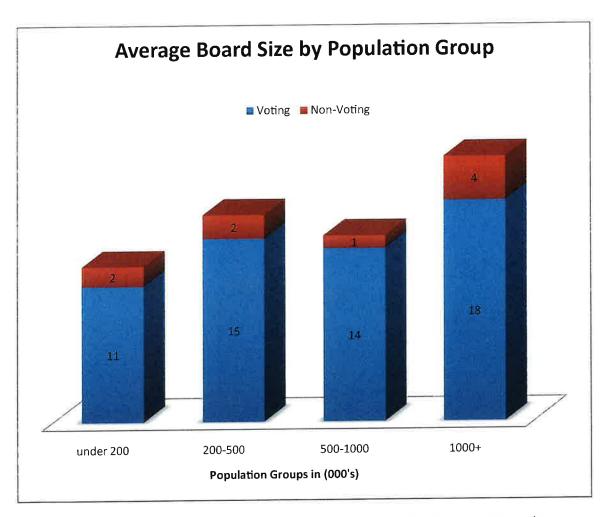
Florida's MPOs serve a wide range of population sizes with the smallest MPO serving a population of 110,000 people to the largest MPO serving an area of just over 2.5 million people (Note: population figures reflect only the area served by an individual MPO and may not correspond with Census figures or population figures used to determine Transportation Management Areas). The most common MPO size is in the band of 200,000 – 500,000 people. Nearly one-quarter (23 percent) of MPOs in Florida serve a population of over 1 million people while just over one-quarter (27 percent) of MPOs serve a population of below 200,000 people.

-65-



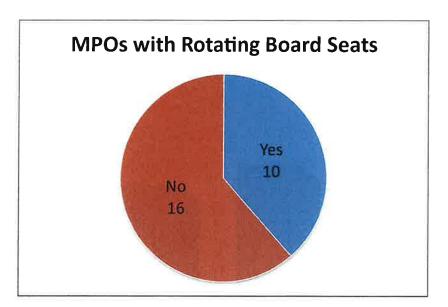
There are 26 MPOs in Florida with a total of 374 Governing Board voting members and a range of between 5 and 23 voting members (please note that the Miami-Dade Urbanized Area MPO is permitted to exceed the 19 member cap established in state statute). Section 339.175(3)(a), F.S. states that , "All voting members shall be elected officials of general-purpose local governments, except that an M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. " Municipal elected officials (mayors and city council/ commission members) occupy 53 percent (199) of voting MPO Governing Board seats while county commissioners occupy 40 percent (149). The remaining 7 percent (27) of voting MPO Governing Board seats are occupied by an assortment of elected and appointed officials, the majority of whom represent independent modal agencies (transit authorities, airport/seaport authorities, etc.).





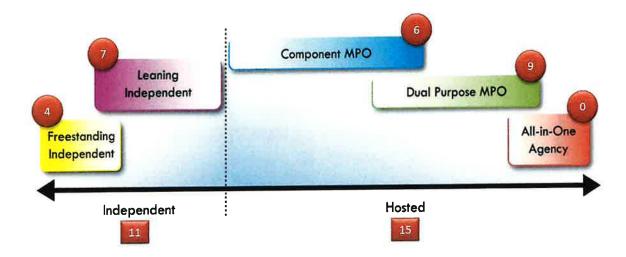
There are 26 MPOs in Florida with Governing Board memberships ranging from 6 to 29 members including both voting and non-voting members. Statewide, there are a total of 425 MPO Governing Board members, 374 of whom are voting members. The average size of an MPO Governing Board in Florida is approximately 16 members – 14 voting members and 2 non-voting members. MPOs serving areas over 1 million people tend to have the largest boards – an average of 18 voting members and 4 non-voting members. MPOs serving populations below 200,000 people tend to have the smallest Governing Boards – an average of 11 voting and 2 non-voting members.

-67-



Section 339.175(3)(a), F.S. states that, "The Governor, in accordance with 23 U.S.C. s. 134, may also provide for M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the M.P.O." These rotating MPO Governing Board seats allow groups of municipalities (typically smaller population municipalities – often grouped by geographic proximity) to more fully engage in the MPO process by allowing them to rotate on and off the MPO Governing Board as a full voting member – taking turns representing the interests of the group. In all, approximately 38 percent of MPOs in Florida (10) have made provisions for one or more rotating voting Governing Board seat.





Conventionally, MPOs have either been considered independent or hosted entities. Research now shows that MPO organizational structures span a continuum ranging from fully independent freestanding MPOs to MPOs that are so integrated with their host agency that they form a single, indistinguishable all-in-one agency. Of the 26 MPOs in Florida, a majority (15) are hosted MPOs while the remaining (11) MPOs are independent of a hosting agency. The most common organizational structure in the state is the Dual Purpose MPO. Over the past several years, MPOs in Florida have undergone a noticeable shift from the hosted to the independent category, with the majority of those falling in the Leaning Independent MPO category.

MPO Organizational Structures

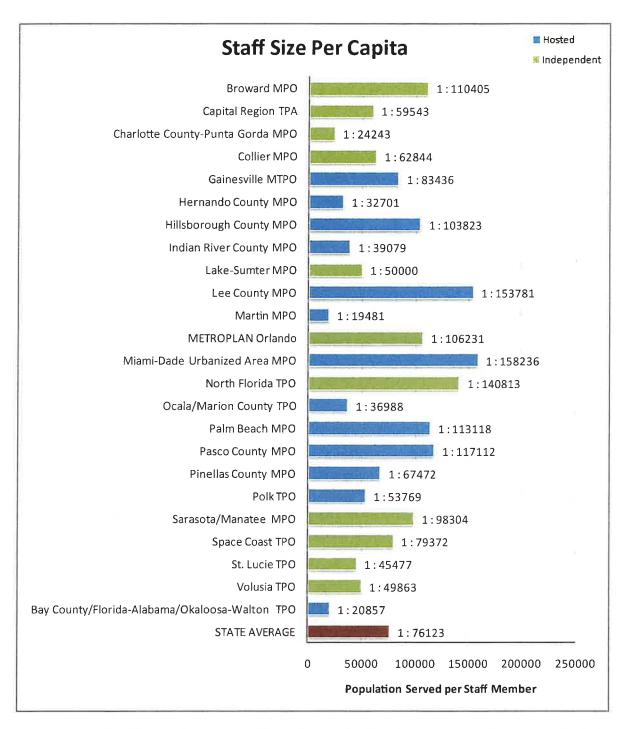
All-In-One Agency- The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.

Dual Purpose MPO- The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.

Component MPO- MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.

Leaning Independent MPO- The MPO receives some services from one of its member agencies under a severable contract.

Freestanding Independent MPO- The MPO must meet all of its own operating needs.



There are a combined total of 220 MPO staff members in Florida. The average ratio between individual MPO staff members and the population served (based on self-reported data) is one MPO staff member per 76,123 people served. There was a negligible difference between hosted and independent MPOs. It is important to keep in mind that MPOs require a minimum number of staff members to attend to the responsibilities of an MPO, regardless of the size of the population being served.



BAY COUNTY TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Mary Robinson

Director E-mail: mary.robinson@wfrpc.org

Physical Address:

West Florida Regional Planning Council 4081 E. Olive Road, Suite A Pensacola, FL 32514

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: www.wfrpc.org/bctpo

Mailing Address:

Post Office Box 11399 Pensacola, FL 32524-1399

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Bay
Number of municipalities within MPO boundaries
Number of urbanized areas within MPO boundaries (all or part)1
Panama City, FL (Part)
Population served by the MPO148,217

Agency/Locality Represented	Number of Members	Voting?	Rotating
Bay County	5	Y	N
City of Panama City	5	Y	N
City of Callaway	2	Y	Ν
City of Lynn Haven	2	Y	Ν
City of Panama City Beach	1	Y	Ν
City of Parker	1	Y	N
City of Springfield	1	Y	N
City of Mexico Beach	1	Y	Ν

Total number of members on MPO Board......18

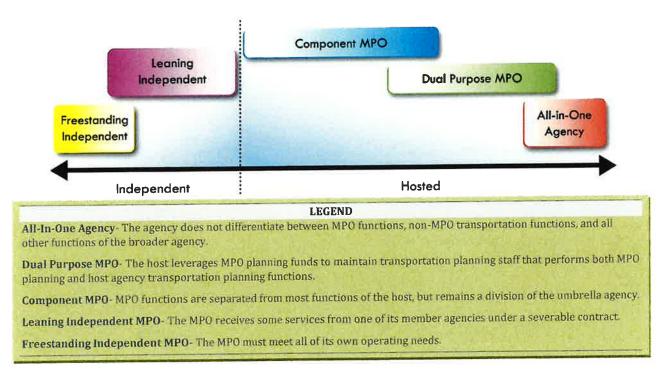
VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?l	No
Number of members required to form quorum	10
Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens' Advisory Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)	



Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?.....Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	Executive Director of WFRPC

Who hires/supervises the MPO staff?..... MPO Executive Director

MPO professional staff size	
MPO financial staff size	2
MPO administrative staff size	7
	Total MPO staff size



BROWARD MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Greg Stuart Director E-mail: stuartg@browardmpo.org Physical Address: 100 West Cypress Creek Road, Suite 850 Ft. Lauderdale, FL 33309 Phone: (954) 876-0033

Fax: (954) 876-0062

Website: www.browardmpo.org

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Broward
Number of municipalities within MPO boundaries
Number of urbanized areas within MPO boundaries (all or part)1
Miami, FL (Part)
Population served by the MPO1,766,476



Agency/Locality Represented	Number of Members	Voting?	Rotating?
Municipal District 1	2	Y	N
City of Coral Springs			
City of Tamarac		17	N
Municipal District 2 City of Pompano Beach City of Deerfield Beach	2	Y	N
Municipal District 3 City of Lauderhill City of Plantation	3	Y	N
City of Sunrise			
Municipal District 4 City of Hollywood	1	Y	N
Municipal District 5 City of Davie	4	Y	N
City of Miramar City of Pembroke Pines City of Weston			
City of Fort Lauderdale	2	Y	Y
Broward County	3	Y	N
SFRTA	1	Y	N
Broward County School Board	1	Y	N
FDOT D-4	1	N	Ν

VOTING AND QUORUM STRUCTURE

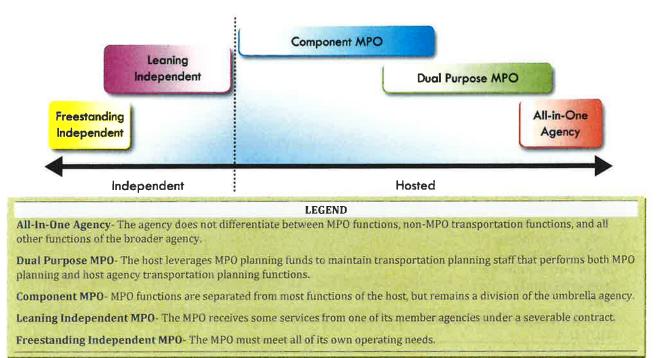
Does the MPO Board have a weighted voting structure?No
Number of members required to form quorum10

Supporting MPO Committees: Technical Coordinating Committee (TCC), Community Involvement Roundtable (CIR), and Broward County Coordinating Board for Transportation Disadvantaged Services (BCCB)



Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below? Freestanding Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	
MPO financial staff size	0
MPO administrative staff size	0
	Total MPO staff size



CAPITAL REGION TPA

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Harry Reed Director E-mail: Harry.Reed@talgov.com Physical Address: 408 S. Adams Street Tallahassee, FL 32301 Phone: (850) 891-6800

Fax: (850) 891-8734

Website: www.crtpa.org

Mailing Address:

City Hall 300 S. Adams Street, Box A-19 Tallahassee, FL 32301

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)4
Leon; Gadsden; Wakulla; Jefferson
Number of municipalities within MPO boundaries10
Number of urbanized areas within MPO boundaries (all or part)1
Tallahassee, FL
Population served by the MPO

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Leon County	7	Y	N
Jefferson County*	1	Y	Ν
Gadsden County	1	Y	Ν
Wakulla County*	1	Y	N
City of Tallahassee	3	Y	Ν
Gadsden Cities City of Chattahoochee Town of Greensboro City of Gretna Town of Havana City of Midway City of Quincy	1	Y	Y
eon County School Board	1	Y	N
Florida DOT	1	Ν	N
FHWA	1	N	N
StarMetro (Transit System)	1	N	Ν
*Cities in these counties are represent Number of voting members Number of non-voting members			

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?......Yes

Voting is weighted by population:

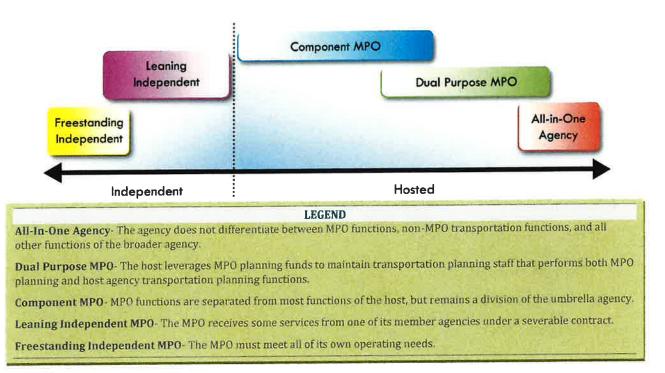
	Votes	Weight
Leon County School Board	1	1
Gadsden Cities	1	5
Gadsden County	1	9
Wakulla County	1	7
Jefferson County	1	4
Leon County	7	37
City of Tallahassee	3	37

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Multimodal Advisory Committee (MAC), and Leon County Transportation Disadvantaged Coordinating Board (TDCB)

14

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	/IPO Executive Director

MPO professional staff size	5
MPO financial staff size	0
MPO administrative staff size	
	Total MPO staff size

CHARLOTTE COUNTY-PUNTA GORDA MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Bob Herrington

Director E-mail: bob@ccmpo.com

Physical Address:

East Port Environmental Campus 25550 Harbor View Road, Suite 4 Port Charlotte, FL 33980

Phone: (941) 883-3535

Fax: (941) 883-3534

Website: www.ccmpo.com

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Charlotte
Number of municipalities within MPO boundaries1
Number of urbanized areas within MPO boundaries (all or part)2
North Port – Punta Gorda, FL (Part); Sarasota – Bradenton, FL (Part)
Population served by the MPO169,700

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VOTING AND QUORUM STRUCTURE

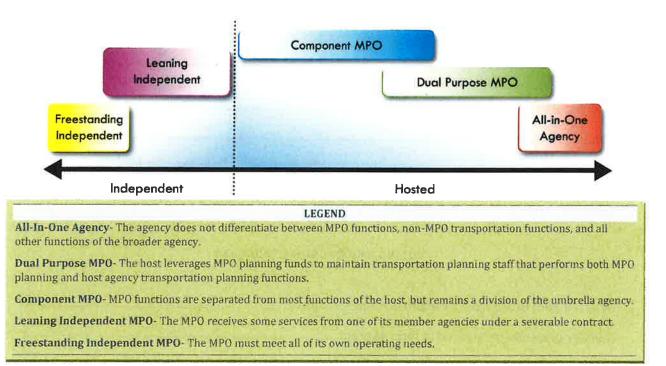
Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum3

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens' Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Community Traffic Safety Team (CTST), and Local Coordinating Board (LCB)

Is the MPO hosted by another agency or independent?..... Independent

Where does the MPO fall along the continuum below? Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	? MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	
MPO financial staff size	1
MPO administrative staff size	2
	Total MPO staff size6



COLLIER MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Lorraine Lantz (Interim) Director E-mail: lorrainelantz@colliergov.net Physical Address: 2885 S. Horseshoe Drive Naples, FL 34104 Phone: (239) 252-8192 Fax: (239) 252-5715

Website: www.colliermpo.com

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Collier
Number of municipalities within MPO boundaries1
Number of urbanized areas within MPO boundaries (all or part)1
Bonita Springs – Naples, FL (Part)
Population served by the MPO251,377

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N
N
11
Ν
N

Total number of members on MPO Board......10

VOTING AND QUORUM STRUCTURE

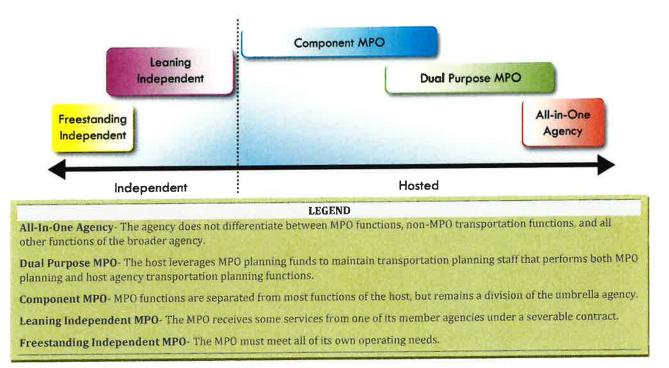
Does the MPO Board have a weighted voting structure?	No
Number of members required to form quorum	5

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Pathways Advisory Committee (PAC), Congestion Management System/Intelligent Transportation Systems Stakeholders Committee (CMS/ITS), and Local Coordinating Board (LCB) for the Transportation Disadvantaged



Is the MPO hosted by another agency or independent?......Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	. MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	
MPO financial staff size	0
MPO administrative staff size	
	Total MPO staff size4



FLORIDA-ALABAMA TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Mary Robinson

Director E-mail: mary.robinson@wfrpc.org

Physical Address:

West Florida Regional Planning Council 4081 E. Olive Road, Suite A Pensacola, FL 32514

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: www.wfrpc.org/fatpo

Mailing Address:

Post Office Box 11399 Pensacola, FL 32524-1399

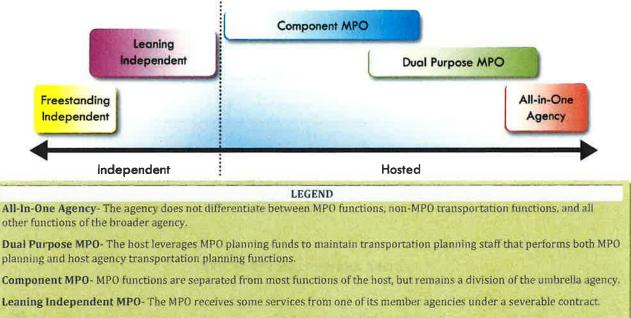
Number of states within MPO boundaries	.2
Number of counties within MPO boundaries (all or part)	3
Escambia (Part); Santa Rosa (Part); Baldwin (Part)	
Number of municipalities within MPO boundaries	3
Number of urbanized areas within MPO boundaries (all or part)	.2
Pensacola, FL – AL; Fort Walton Beach, FL (Part)	
Population served by the MPO	8

Y Y Y Y Y	N N N
Y Y Y	N N
Y Y	N
Y	NI
	IN
Y	N
Y	N
	umber of members on I

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?No	
Number of members required to form quorum10	
Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens' Advisory Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)	

Is the MPO hosted by another agency or independent?......Hosted



Freestanding Independent MPO- The MPO must meet all of its own operating needs.

HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	Executive Director of WFRPC
Who hires/supervises the MPO staff?	

MPO professional staff size	
MPO financial staff size	2
MPO administrative staff size	
	Total MPO staff size



GAINESVILLE MTPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Marlie Sanderson Director E-mail: sanderson@ncfrpc.org Physical Address: North Central Florida RPC 2009 NW 67 Place Gainesville, FL 32653 Phone: (352) 955-2200 x103 Fax: (352) 955-2209 Website: www.ncfrpc.org/mtpo/index.html

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Alachua (Part)
Number of municipalities within MPO boundaries1
Number of urbanized areas within MPO boundaries (all or part)1
Gainesville, FL
Population served by the MPO166,871

Agency/Locality Represented	Number of Members	Voting?	Rotating?
City of Gainesville	7	Y	N
Alachua County	5	Y	N
FDOT	1	N	N
University of Florida	1	N	N
"Rural Advisor" City of High Springs	1	N	N
Number of voting members			
Number of non-voting members			

Total number of members on MPO Board......15

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

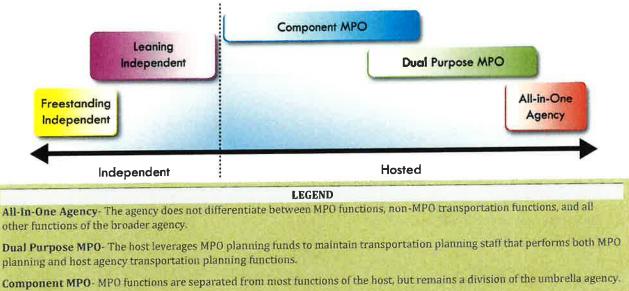
4 City Commissioners plus 3 County Commissioners

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), and Urban Area Bicycle/Pedestrian Advisory Board (BPAB)



Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?......Component MPO



Leaning Independent MPO- The MPO receives some services from one of its member agencies under a severable contract. Freestanding Independent MPO- The MPO must meet all of its own operating needs.

HIRING POLICIES AND METHODS

MPO professional staff size	
Mi o professionar stari electronica	
MPO financial staff size	0
MPO administrative staff size	
	Total MPO staff size2



HERNANDO COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Dennis Dix Director E-mail: dennisd@co.hernando.fl.us Physical Address: 20 North Main Street, Room 262 Brooksville, FL 34601 Phone: (352) 754-4057 Fax: (352) 754-4420

Website: www.co.hernando.fl.us/mpo

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Hernando
Number of municipalities within MPO boundaries2
Number of urbanized areas within MPO boundaries (all or part)1
Brooksville, FL (Part)
Population served by the MPO130,802

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Hernando County	5	Y	N
City of Brooksville	1	Y	N
FDOT	1	N	N
FDUI	A.		
rDOI			
	1		
Number of voting members			

Total number of members on MPO Board......7

VOTING AND QUORUM STRUCTURE

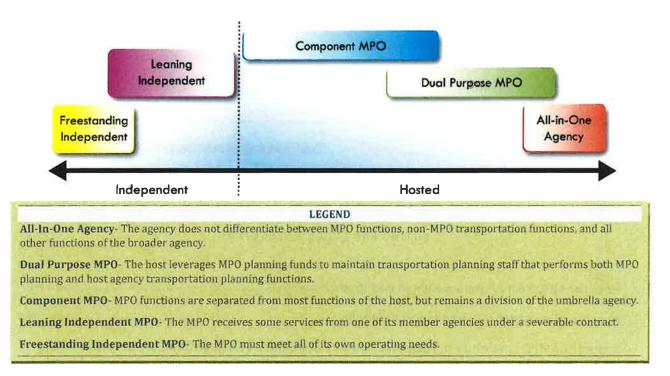
Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum4

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)

Is the MPO hosted by another agency or independent?.....Hosted

Where does the MPO fall along the continuum below? Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO	Governing	Board

Who hires/supervises the MPO staff?.....Hernando County Planning Department

MPO professional staff size	3
MPO financial staff size	0
MPO administrative staff size	1
	Total MPO staff size4



HILLSBOROUGH COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Ray Chiaramonte

Director E-mail: rayc@plancom.org

Physical Address:

601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602

Phone: (813) 272-5940

Fax: (813) 301-7172

Website: www.hillsboroughmpo.org

Mailing Address

P.O. Box 1110 Tampa, FL 33602

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Hillsborough
Number of municipalities within MPO boundaries4
Number of urbanized areas within MPO boundaries (all or part)3
Tampa – St. Petersburg, FL (Part); Zephyrhills, FL (Part); Lakeland, FL (Part)
Population served by the MPO1,245,870

Hillsborough County City of Tampa	4	v	
City of Tampa		1	N
orey of rumpu	3	Y	N
City of Plant City	1	Y	N
City of Temple Terrace	1	Y	N
Hillsborough Area Regional Transit Authority	1	Y	N
Hillsborough County Aviation Authority	1	Y	N
Tampa-Hillsborough Expressway Authority	1	Y	N
Tampa Port Authority	1	Y	Ν
FDOT	1	N	N
Hillsborough County Planning Commission	1	N	N

Total number of members on MPO Board......15

VOTING AND QUORUM STRUCTURE

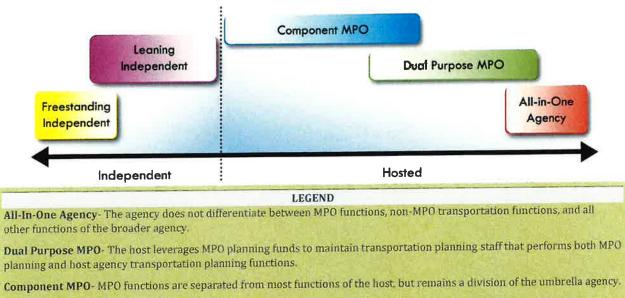
Does the MPO Board have a weighted	voting structure?	No
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Supporting MPO Committees: Policy Committee, Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Transportation Disadvantaged Coordinating Board (TDCB), Intelligent Transportation Systems Committee (ITS), and Livable Roadways Committee



Is the MPO hosted by another agency or independent?.....Hosted

Where does the MPO fall along the continuum below?......Dual Purpose MPO



Leaning Independent MPO- The MPO receives some services from one of its member agencies under a severable contract.

Freestanding Independent MPO- The MPO must meet all of its own operating needs.

HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?Joint Responsibility MPO Governing Board/Planning Commission Director Who hires/supervises the MPO staff?.....Joint Responsibility MPO Executive Director/Planning Commission Director

MPO professional staff size	
MPO financial staff size	0
MPO administrative staff size	2
	Total MPO staff size12



INDIAN RIVER COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Phil Matson Director E-mail: pmatson@ircgov.com Physical Address: 1801 27th Street Vero Beach, FL 32960 Phone: (772) 226-1672 Fax: (772) 978-1806

Website: www.irmpo.com

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Indian River
Number of municipalities within MPO boundaries5
Number of urbanized areas within MPO boundaries (all or part)1
Vero Beach – Sebastian, FL (Part)
Population served by the MPO117,237



Agency/Locality Represented	Number of Members	Voting?	Rotating ?
Indian River County	5	Y	N
City of Vero Beach	2	Y	N
City of Sebastian	2	Y	N
Fown of Indian River Shores	1	Y	N
City of Fellsmere	1	Y	N
School Board	1	Y	N
Town of Orchid	1	N	N
FDOT District 4 Secretary	1	N	N
FDOT State Transportation Planner	1	N	N
Number of voting members			
Number of non-voting members			
	Total number of	members on M	IPO Board

VOTING AND QUORUM STRUCTURE

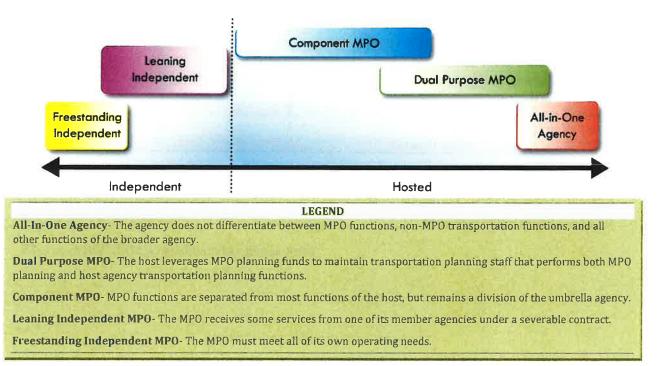
Does the MPO Board have a weighted voting structure?	No

Number of members required to form quorum7

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Transportation Disadvantaged Local Coordinating Board (TDLCB), Community Transportation Coordinator (CTC), Treasure Coast Transportation Coordinator (TCTC), and Regional Advisory Committee (RAC)

Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below? Dual Purpose MPO



HIRING POLICIES AND METHODS

MPO professional staff size	2
MPO financial staff size	0
MPO administrative staff size	
	Total MPO staff size



LAKE-SUMTER MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: T.J. Fish Director E-mail: TJFish@LakeSumterMPO.com Physical Address: 1616 South 14th Street Leesburg, FL 34748 Phone: (352) 315-0170 Fax: (352) 315-0993

Website: www.LakeSumterMPO.com

Number of states within MPO boundaries1	
Number of counties within MPO boundaries (all or part)2	
Lake; Sumter	
Number of municipalities within MPO boundaries19)
Number of urbanized areas within MPO boundaries (all or part)	;
Leesburg – Eustis, FL; Orlando, FL (Part); Lady Lake, FL (Part)	
Population served by the MPO 400,000)

Number of Members	Voting?	Rotating?
5	Y	N
2	Y	N
1	a Y	N
1	Y	Ν
1	Y	N
1	Y	N
- 1	Y	N
1	Y	Ν
1	Y	N
1	Y	Y
1 1	Y	Y
1	N	N
1	N	N
1	Ν	N
6	N	Y
4	N	Ŷ
	2 1 1 1 1 1 1 1 1 1 1 1 1 1	2 Y 1 Y 1 Y 1 Y 1 Y 1 Y 1 Y 1 Y 1

Total number of members on MPO Board......29

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VOTING AND QUORUM STRUCTURE

Does the l	MPO Board	l have a weigh	ted voting	structure?	 	 No

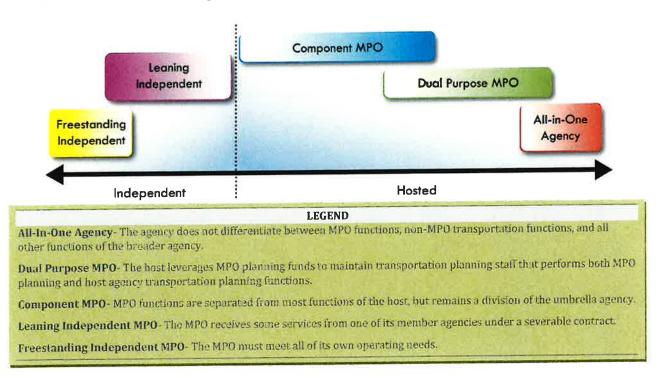
Number of members required to form quorum9

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Lake County Transportation Disadvantaged Coordinating Board, and Sumter County Transportation Disadvantaged Coordinating Board

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Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	6
MPO financial staff size	
MPO administrative staff size	
	Total MPO staff size



LEE COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Donald Scott Director E-mail: dscott@swfrpc.org Physical Address: 1926 Victoria Avenue Ft. Myers, FL 33901 Phone: (239) 338-2550 Fax: (239) 338-2560

Website: www.mpo-swfl.org

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Lee
Number of municipalities within MPO boundaries5
Number of urbanized areas within MPO boundaries (all or part)3
Cape Coral, FL; Bonita Springs – Naples, FL (Part); Sarasota – Bradenton, FL (Part)
Population served by the MPO

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Lee County	5	Y	N
City of Fort Myers	3	Y	N
City of Sanibel	1	Y	N
Town of Fort Myers Beach	1	Y	N
City of Bonita Springs	2	Y	N
City of Cape Coral	4	Y	N
FDOT D1 Secretary	1	N	N

Total number of members on MPO Board......17

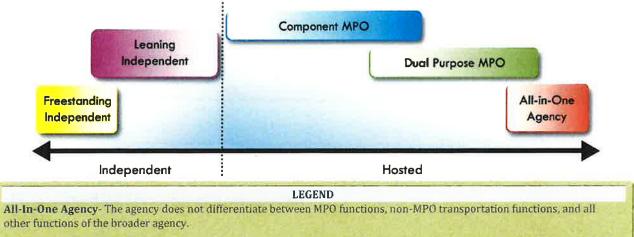
VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?	No
Number of members required to form quorum	9

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Technical Advisory Committee (TAC), Transportation Disadvantaged Local Coordinating Board (LCB), Bicycle Pedestrian Coordinating Committee (BPCC), and Traffic Management and Operations Committee (TMOC)

Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?.....Component MPO



Dual Purpose MPO- The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.

Component MPO- MPO functions are separated from most functions of the host, but remains a division of the umbrella agency. **Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.

Freestanding Independent MPO- The MPO must meet all of its own operating needs.

HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director	?RPC Executive Director
Who hires/supervises the MPO staff?	
	RPC Executive Director/MPO Executive Director

MPO professional staff size	4
MPO financial staff size	0
MPO administrative staff size	0
	Total MPO staff size4



MARTIN MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Beth Beltran Director E-mail: bbeltran@martin.fl.us Physical Address: 2401 S.E. Monterey Road Stuart, FL 34996 Phone: (772) 288-5484

Fax: (772) 221-2389

Website: www.martinmpo.com

DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Martin
Number of municipalities within MPO boundaries4
Number of urbanized areas within MPO boundaries (all or part)2
Port St. Lucie, FL (Part); Miami, FL (Part)
Population served by the MPO116,886

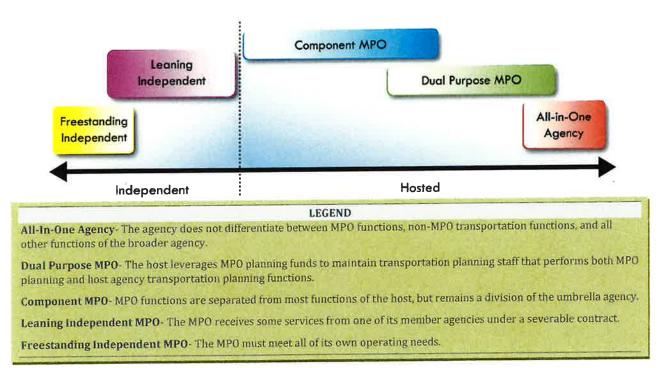
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Agency/Locality Represented	Number of Members	Voting?	Rotating?
Martin County	4	Y	N
City of Stuart	2	Y	N
Fown of Sewall	1	Y	Ν
FDOT	1	N	N
Indiantown CRA	1	N	Ν
St. Lucie TPO Board Member	1	Ν	N
Number of voting members			
0			
Number of non-voting members		•••••	
	Total number of	members on M	PO Board

VOTING AND QUORUM STRUCTURE

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Local Coordinating Board for the Transportation Disadvantaged (LCB-TD)

Is the MPO hosted by another agency or independent?......Hosted



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Di	rector? <i>Joint Responsibility</i> Chair of Board/Martin County Director of Engineering
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	4
MPO financial staff size	1
	1
	Total MPO staff size6



METROPLAN ORLANDO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Harold Barley

Director E-mail: hbarley@metroplanorlando.com

Physical Address:

One Landmark Center 315 East Robinson Street, Suite 355 Orlando, FL 32801

Phone: (407) 481-5672

Fax: (407) 481-5680

Website: www.metroplanorlando.com

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)3
Seminole; Orange; Osceola
Number of municipalities within MPO boundaries
Number of urbanized areas within MPO boundaries (all or part)2
Orlando, FL; Kissimmee, FL
Population served by the MPO1,805,921

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Seminole County	2	Y	N
Central Florida Regional	1	Y	Ν
Transportation Authority			
City of Orlando	2	Y	N
City of Altamonte Springs	1	Y	N
City of Apopka	1	Y	N
City of Kissimmee	1	Y	N
City of Sanford	1	Y	N
Greater Orlando Aviation Authority	1	Y	N
Orange County	6	Y	N
Orlando-Orange County Expressway	1	Y	N
Authority			
Sanford Airport Authority	1	Y	N
Osceola County	1	Y	N
Kissimmee Gateway Airport	1	N	N
FDOT D5 Secretary	1	Ν	N
Transportation Technical Committee	1	N	N
Citizen's Advisory Committee	1	N	N
Bicycle/Pedestrian Advisory	1	N	N
Committee			
Municipal Advisory Committee	1	N	N

VOTING AND QUORUM STRUCTURE

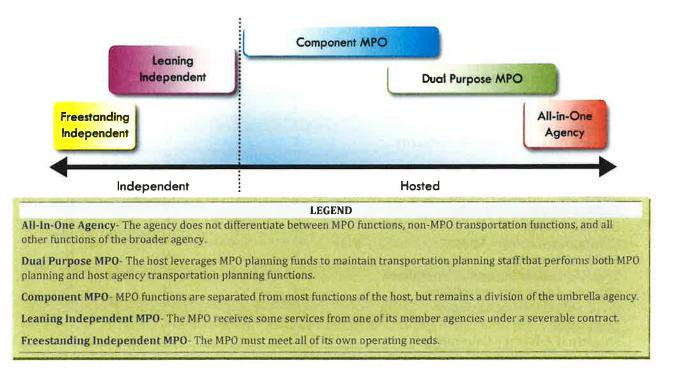
Does the MPO Board have a weighted voting structure?	
	10

Number of members required to form quorum10

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Municipal Advisory Committee (MAC), Transportation Technical Committee (TTC), and Transportation Disadvantages Local Coordinating Board (TDLCB)

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?......Freestanding Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governir	ng Board
Who hires/supervises the MPO staff?	MPO Executive	Director

MPO professional staff size	
MPO financial staff size	
MPO administrative staff size	2
	Total MPO staff size

MIAMI-DADE URBANIZED AREA MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Irma San Roman (Interim)

Director E-mail: irm@miamidade.gov

Physical Address:

Stephen P. Clark Center 111 NW 1st Street, Suite 920 Miami, FL 33128

Phone: (305) 375-4507

Fax: (305) 375-4950

Website: www.miamidade.gov/mpo

Mailing Address:

Metropolitan Planning Organization 111 NW 1st Street, Suite 920 Miami, FL 33128

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Miami-Dade
Number of municipalities within MPO boundaries35
Number of urbanized areas within MPO boundaries (all or part)1
Miami, FL (Part)
Population served by the MPO2,531,769

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Board of County Commission	13	Y	N
Miami-Dade Expressway Authority	1	Y	N
Miami-Dade School Board	1	Y	Ν
City of Homestead	1	Y	N
City of Miami Beach	1	Y	N
City of Miami Gardens	1	Y	N
City of North Miami	1	Y	N
City of Hialeah	1	Y	N
City of Miami	1	Y	Ν
Municipal Representative	1	Y	Ν
Citizen/Non-Elected Official	1	Y	N
FDOT	2	Ν	Ν
Number of voting members			
Number of non-voting members			
	Total number of	members on M	PO Board

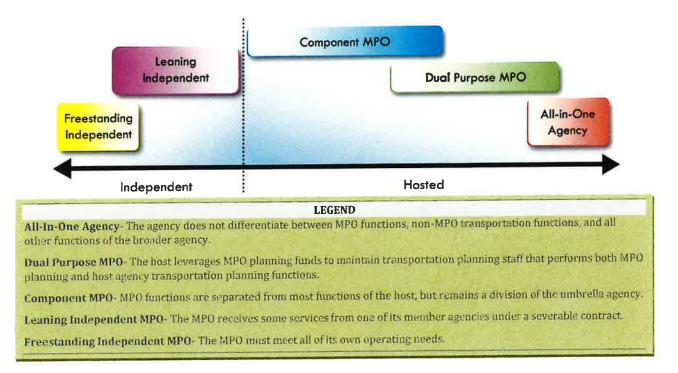
VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?	No
Number of members required to form quorum	12

Supporting MPO Committees: MPO Review Committee, Transportation Planning Council (TPC), Citizens Transportation Advisory Committee (CTAC), Bicycle/Pedestrian Advisory Committee (BPAC), Freight Transportation Advisory Committee (FTAC), Transportation Disadvantaged Local Coordinating Board (LCB), and Transportation Aesthetic Review Committee (TARC)



Is the MPO hosted by another agency or independent?.....Hosted



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Director?	Joint Responsibility
	County Manager/MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	
MPO financial staff size	
MPO administrative staff size	
	Total MPO staff size16



NORTH FLORIDA TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Jeff Sheffield Director E-mail: jsheffield@northfloridatpo.com Physical Address: 1022 Prudential Drive Jacksonville, FL 32207 Phone: (904) 306-7500 Fax: (904) 306-7501

Website: www.northfloridatpo.com

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)4
Nassau (Part); Duval (Part), Clay (Part); St. Johns (Part)
Number of municipalities within MPO boundaries12
Number of urbanized areas within MPO boundaries (all or part)2
Jacksonville, FL; St. Augustine, FL
Population served by the MPO1,267,315

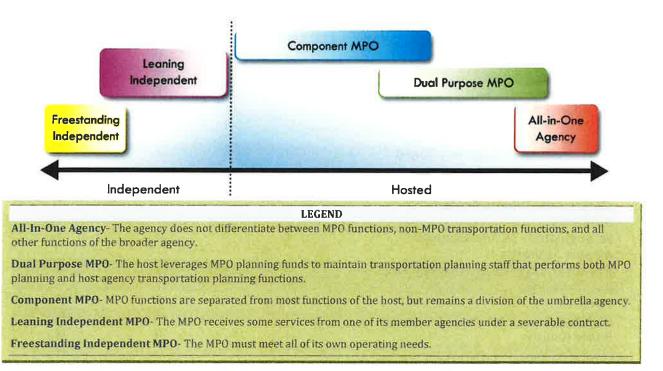


Agency/Locality Represented	Number of Members	Voting?	Rotating?
Clay County	2	Y	N
St. Johns County	1	Y	N
Nassau County	1	Y	N
City of Jacksonville	4	Y	N
City of St. Augustine	1	Y	Y
Beach Community Seat Atlantic Beach Neptune Beach Jacksonville Beach	1	Y	Y
Jacksonville Port Authority Board	1	Y	N
Member			
Jacksonville Aviation Authority	1	Y	N
Jacksonville Transportation Authority	1	Y	N
St. Augustine - St. Johns County Airport Authority	1	Y	N
Nassau County Ocean, Highway and Port Authority	1	Y	N
FDOT D2	1	N	N
US Navy	1	N	N
Baker County	1	N	N
Flagler County	1	N	N
Putnam County	1	N	N
Number of voting members Number of non-voting members			
VOTING	Total number of		IPO Board
VOTING Does the MPO Board have a weighted vo	AND QUORUM STRUCTURI	3	
Does the MPO Board have a weighted vo The four (4) members from the City of Ja	AND QUORUM STRUCTURI ting structure?	3	
	AND QUORUM STRUCTURI ting structure? ucksonville have double-we ve never been invoked.	E eighted votes; ł	nowever, in

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), and Duval County Transportation Disadvantaged Coordinating Board (TDCB)

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below? Freestanding Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	1PO Executive Director

MPO professional staff size	
MPO financial staff size	
MPO administrative staff size	2
,	Fotal MPO staff size9



OCALA/MARION COUNTY TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Greg Slay Director E-mail: gslay@ocalafl.org Physical Address: 121 S.E. Watula Avenue Ocala, FL 34471 Phone: (352) 629-8297 Fax: (352) 629-8240

Website: www.ocalamariontpo.org

Number of states within MPO boundaries1	
Number of counties within MPO boundaries (all or part)1	
Marion	
Number of municipalities within MPO boundaries5	
Number of urbanized areas within MPO boundaries (all or part)2	
Ocala, FL; Lady Lake, FL (Part)	
Population served by the MPO258,916	

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Marion County	5	Y	N
City of Ocala	5	Y	N
City of Dunnellon	1	Y	N
City of Belleview	1	Y	N
Number of voting members			

Total number of members on MPO Board......12

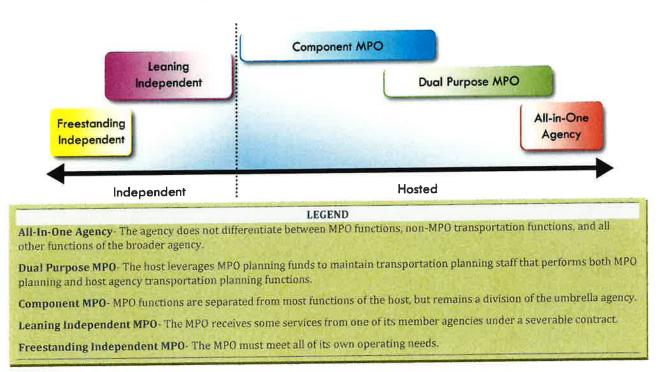
VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Technical Advisory Committee (TAC), Transportation Disadvantaged Local Coordinating Board (TDLCB), and Transit Executive Committee (TEC)



Is the MPO hosted by another agency or independent?......Hosted



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	

MPO professional staff size	5
MPO financial staff size	0
MPO administrative staff size	2
	Total MPO staff size



OKALOOSA-WALTON TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Mary Robinson

Director E-mail: mary.robinson@wfrpc.org

Physical Address:

West Florida Regional Planning Council 4081 E. Olive Road, Suite A Pensacola, FL 32514

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: www.wfrpc.org/bctpo

Mailing Address:

Post Office Box 11399 Pensacola, FL 32524-1399

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)2
Okaloosa (Part); Walton (Part)
Number of municipalities within MPO boundaries10
Number of urbanized areas within MPO boundaries (all or part)2
Fort Walton Beach, FL (Part); Panama City, FL (Part)
Population served by the MPO189,714

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Okaloosa County	4	Y	N
City of Fort Walton Beach	2	Y	N
City of Crestview	2	Y	N
City of Valparaiso	1	Y	N
City of Niceville	1	Y	N
City of Mary Esther	1	Y	N
City of Destin	2	Y	N
Walton County	3	Y	N
City of Defuniak Springs	1	Y	N
Number of voting members			
Number of non-voting members			
	Total number of	members on M	IPU Board

VOTING AND QUORUM STRUCTURE

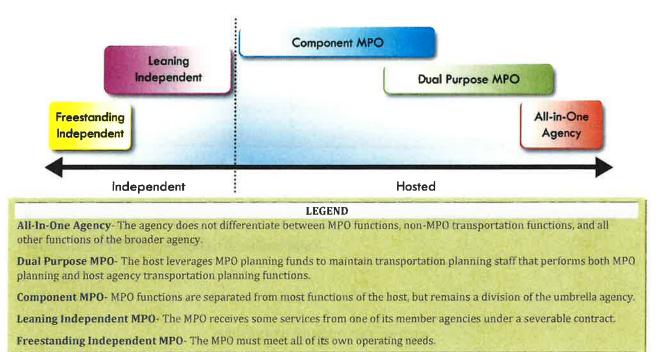
Does the MPO Board have a weighted voting structure?No
Number of members required to form quorum9
Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens' Advisory

-123-

Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)

Is the MPO hosted by another agency or independent?.....Hosted

Where does the MPO fall along the continuum below? Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	Executive Director of WFRPC
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	
MPO financial staff size	2
MPO administrative staff size	7
	Total MPO staff size



PALM BEACH MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Randy Whitfield Director E-mail: rwhitfie@pbcgov.org Physical Address: 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411 Phone: (561) 684-4170 Fax: (561) 233-5664

Website: www.pbcgov.com/mpo

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Palm Beach (Part)
Number of municipalities within MPO boundaries
Number of urbanized areas within MPO boundaries (all or part)1
Miami, FL (Part)
Population served by the MPO1,131,184

	Number of Members	Voting?	Rotating
City of Belle Glade	1	Y	N
City of Boca Raton	2	Y	N
City of Boynton Beach	1	Y	N
City of Delray Beach	1	Y	N
Town of Jupiter	1	Y	N
City of Lake Worth	1	Y	N
City of Palm Beach Gardens	1	Y	Ν
Palm Beach County	5	Y	Ν
Port of Palm Beach	1	Y	Ν
Riviera Beach	1	Y	N
City of West Palm Beach	2	Y	Ν
Village of Wellington	1	Y	N
Small Municipality Rotating Seat Village of Royal Palm Beach City of Greenacres	1	Y	Y

Total number of members on MPO Board......19

VOTING AND QUORUM STRUCTURE

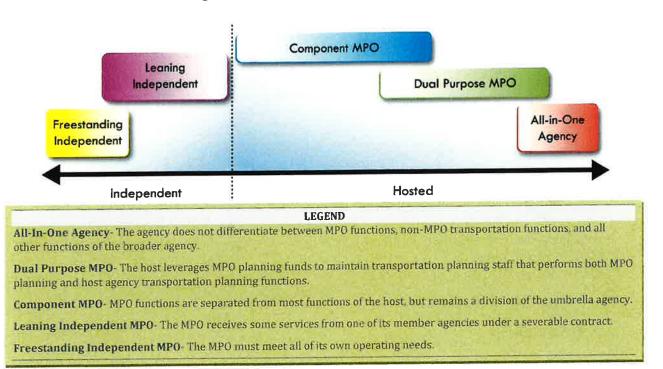
Does the MPO Board have a weighted voting structure?	No
Number of members required to form quorum	11

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), and Bicycle/Greenways/Pedestrian Advisory Committee (BGPAC)



Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?......Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	Joint Responsibility
	MPO Chair and County Administrator
Who hires/supervises the MPO staff?	MPO Executive Director

MPO professional staff size	7
MPO financial staff size	1
MPO administrative staff size	2
	Total MPO staff size10



PASCO COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: James Edwards

Director E-mail: jhedwards@pascocountyfl.net

Physical Address:

West Pasco Government Center 7530 Little Road, Suite 320 New Port Richey, FL 34654

Phone: (727) 847-8140 ext. 8230

Fax: (727) 847-8084

Website:

www.pascompo.net

Number of states within MPO boundaries1	
Number of counties within MPO boundaries (all or part)1	
Pasco	
Number of municipalities within MPO boundaries6	
Number of urbanized areas within MPO boundaries (all or part)3	
Tampa – St. Petersburg, FL (Part); Zephyrhills, FL (Part); Brooksville, FL (Part)	
Population served by the MPO 468,446	

		Rotating
1	Y	N
5	Y	N
1	Y	N
1	Y	N
1	Y	N
1	N	N
	5 1 1 1 1 1 1	5 Y 1 Y 1 Y 1 Y 1 Y 1 N

Total number of members on MPO Board......10

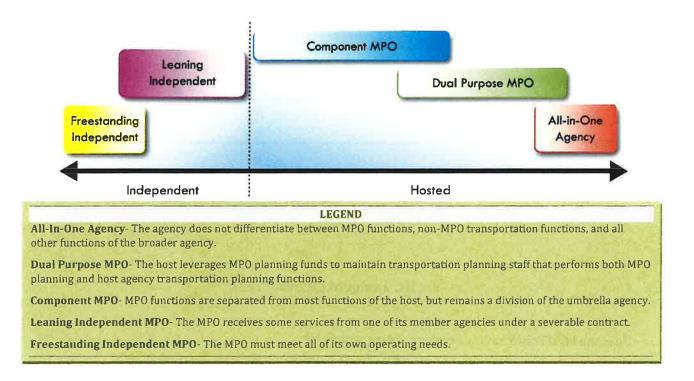
VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum5

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Greenways, Trails and Blueways (GTB) Committee, and Transportation Disadvantaged Local Coordinating Board (LCB)

Is the MPO hosted by another agency or independent?......Hosted Where does the MPO fall along the continuum below?.......Component MPO



HIRING POLICIES AND METHODS

MPO professional staff size	
MPO financial staff size	1
MPO administrative staff size	
7	Fotal MPO staff size4



PINELLAS COUNTY MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Brian K. Smith Director E-mail: bsmith@pinellascounty.org Physical Address: 600 Cleveland Street, Suite 750 Clearwater, FL 33755 Phone: (727) 464-8200 Fax: (727) 464-8201

Website: www.pinellascounty.org/mpo

DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Pinellas
Number of municipalities within MPO boundaries24
Number of urbanized areas within MPO boundaries (all or part)1
Tampa – St. Petersburg, FL (Part)
Population served by the MPO944,605

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Agency/Locality Represented	Number of Members	Voting?	Rotating?
Pinellas Suncoast Transit Authority	1	Y	N
City of Dunedin	1	Y	N
Pinellas County	3	Y	Ν
City of Pinellas Park	1	Y	Ν
City of Clearwater	_ 1	Y	Ν
City of St. Petersburg	2	Y	N
City of Largo	1	Y	N
Small Municipalities Seat City of Safety Harbor City of Tarpon Springs City of Oldsmar	1	Y	Y
FDOT D7	1	N	N
Number of voting members			
Number of non-voting members			
	Total number of :	members on M	PO Board

VOTING AND QUORUM STRUCTURE

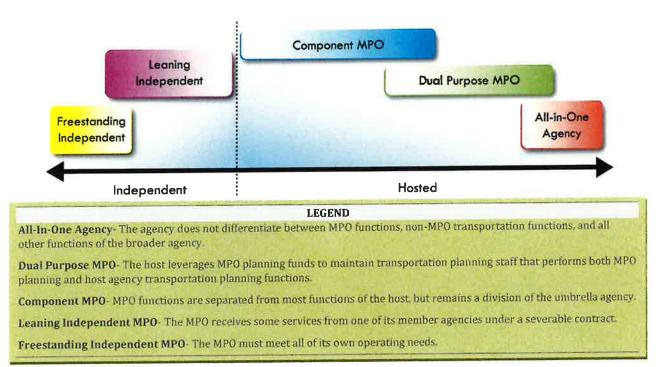
Does the MPO Board have a weighted voting structure?No
--

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle Advisory Committee (BAC), Pedestrian Transportation Advisory Committee (PTAC), Local Coordinating Board (LCB), Intelligent Transportation Systems Committee (ITS), School Transportation Safety Committee (STSC), Pinellas Trail Security Task Force (PTSTF), and Project Advisory Committee (PAC)



Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?......Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

STAFF SIZE AND EXPERTISE

MPO professional staff size	
MPO financial staff size	0
MPO administrative staff size	2
	Total MPO staff size14

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POLK TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Thomas Deardorff, AICP (Interim)

Director E-mail: thomasdeardorff@polk-county.net

Physical Address:

330 W. Church Street Bartow, FL 33830

Phone: (863) 534-6486

Fax: (863) 534-6471

Website: www.polktpo.com

Mailing Address:

Drawer TS05 P.O. Box 9005 Bartow, FL 33831-9005

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Polk
Number of municipalities within MPO boundaries17
Number of urbanized areas within MPO boundaries (all or part)3
Lakeland, FL (Part); Winter Haven, FL; Kissimmee, FL (Part)
Population served by the MPO

Agency/Locality Represented	Number of Members	Voting?	Rotating
Polk County	5	Y	N
City of Lakeland	6	Y	N
City of Winter Haven	2	Y	N
City of Auburndale	1	Y	N
City of Bartow	1	Y	N
City of Haines City	1	Y	Ν
City of Lake Wales	1	Y	N
South County Bloc	1	Y	Y
Fort Meade Mulberry			
Frostproof			
East County Bloc	1	Y	Y
Lake Alfred			
Dundee			
Eagle Lake			
Davenport			
Polk City			
Lake Hamilton		NI	N
FDOT	1	N	N

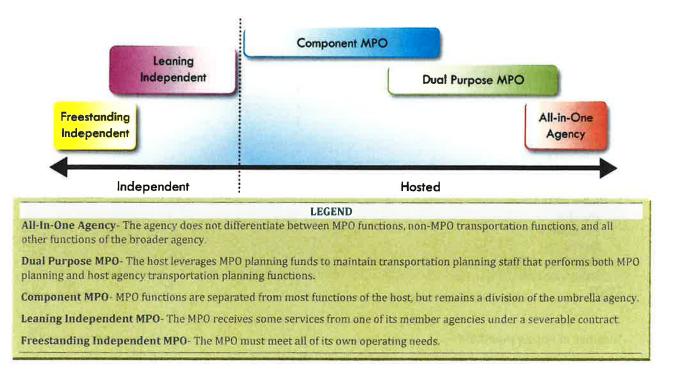
Total number of members on MPO Board......20

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?No
Number of members required to form quorum9
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens' Advisory Committee (CAC), and Transportation Disadvantaged Local Coordinating Board (TD-LCB)

Is the MPO hosted by another agency or independent?......Hosted

Where does the MPO fall along the continuum below?.....Dual Purpose MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Dir	ector?County Manager
Who hires/supervises the MPO staff?	Joint Responsibility
	MPO Director/Transportation Planning Administrator

MPO professional staff size	7
MPO financial staff size	1
MPO administrative staff size	1
	Total MPO staff size9



SARASOTA/MANATEE MPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Michael Howe Director E-mail: michael@mympo.org Physical Address: 7632 15th Street East Sarasota, FL 34243 Phone: (941) 359-5772 Fax: (941) 359-5779 Website: www.mympo.org

Number of states within MPO boundaries	L
Number of counties within MPO boundaries (all or part)	2
Sarasota; Manatee	
Number of municipalities within MPO boundaries)
Number of urbanized areas within MPO boundaries (all or part)	2
Sarasota – Bradenton, FL (Part); North Port – Punta Gorda, FL (Part)	
Population served by the MPO	5

Agency/Locality Represented	Number of Members	Voting?	Rotating
Sarasota County	3	Y	N
Manatee County	3	Y	N
City of Sarasota	2	Y	N
City of Bradenton	1	Y	N
City of Venice	1	Y	N
City of Palmetto	1	Y	Ν
City of North Port	1	Y	N
Island Transportation Planning Org Anna Maria Holmes Beach Bradenton Beach	1	Y	Y
Town of Longboat Key	1	Y	Ν
Sarasota-Manatee Airport Authority	1	Y	N
FDOT	1	N	N
	1		

Total number of members on MPO Board......16

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?	٧o

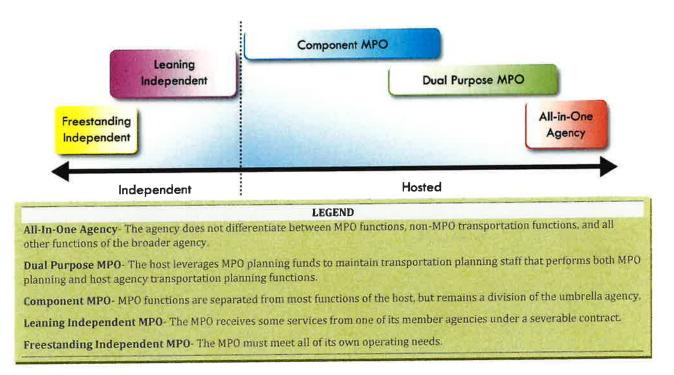
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizen Advisory Committee (CAC), Public Transportation Task Force, Sarasota County Transportation Disadvantaged Local Coordinating Board, Manatee County Transportation Disadvantaged Local Coordinating Board, and Bicycle, Pedestrian, Trails Advisory Committee



STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

STAFF SIZE AND EXPERTISE

MPO professional staff size	5
MPO financial staff size	1
MPO administrative staff size	1
	Total MPO staff size7



SPACE COAST TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Bob Kamm Director E-mail: bob.kamm@brevardcounty.us Physical Address: 2725 Judge Fran Jamieson Way, #B Melbourne, FL 32940 Phone: (321) 690-6890

Fax: (321) 690-6827

Website: www.spacecoasttpo.com

DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)1
Brevard
Number of municipalities within MPO boundaries14
Number of urbanized areas within MPO boundaries (all or part)
Palm Bay – Melbourne, FL; Titusville, FL; Vero Beach – Sebastian, FL (Part)
Population served by the MPO 476,230



Agency/Locality Represented	Number of Members	Voting?	Rotating
Brevard County	5	Y	N
Canaveral Port Authority	1	Y	N
City of Cocoa	1	Y _	Ν
City of Melbourne	3	Y	N
City of Palm Bay	3	Y	N
City of Rockledge	1	Y	N
City of Titusville	2	Y	N
City of West Melbourne	1	Y	N
North Beaches Coalition City of Cape Canaveral City of Cocoa Beach	1	Y	Y
South Beaches Coalition City of Indian Harbour Beach City of Satellite Beach Town of Indialantic Town of Melbourne Beach	1	Y	Y
TPO Attorney	1	N	N
FDOT D5	1	N	N

Number of non-voting members......2

Total number of members on MPO Board......21

VOTING AND QUORUM STRUCTURE

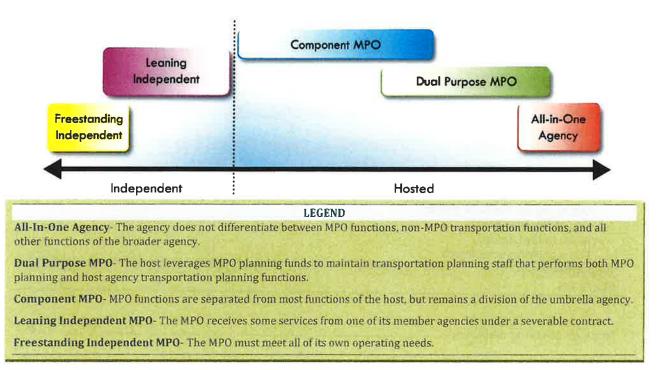
Does the MPO Board have a weighted voting structure?No
Number of members required to form quorum10
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee

(CAC), Bicycle, Pedestrian & Trails Advisory Committee (BPTAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)

STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

STAFF SIZE AND EXPERTISE

MPO professional staff size	4
MPO financial staff size	
MPO administrative staff size	
	Total MPO staff size6



ST. LUCIE TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Peter Buchwald Director E-mail: BuchwaldP@stlucieco.org Physical Address: 2300 Virginia Avenue Fort Pierce, FL 34982 Phone: (772) 462-1593 Fax: (772) 462-2549

Website: www.stlucietpo.org

DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries1	
Number of counties within MPO boundaries (all or part)1	
St. Lucie	
Number of municipalities within MPO boundaries3	
Number of urbanized areas within MPO boundaries (all or part)2	
Port St. Lucie, FL (Part); Vero Beach – Sebastian, FL (Part)	
Population served by the MPO272,864	

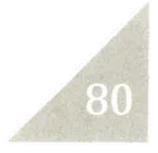
MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating ?
St. Lucie County	4	Y	N
City of Port St. Lucie	4	Y	N
City of Fort Pierce	2 -	Y	N
St. Lucie County School Board	1	Y	N
Community Transit	11	Y	Ν
Martin County	2	Ν	Ν
FDOT	1	N	Ν
Number of voting members	I	11	N
U			

VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?	No
Number of members required to form quorum	7

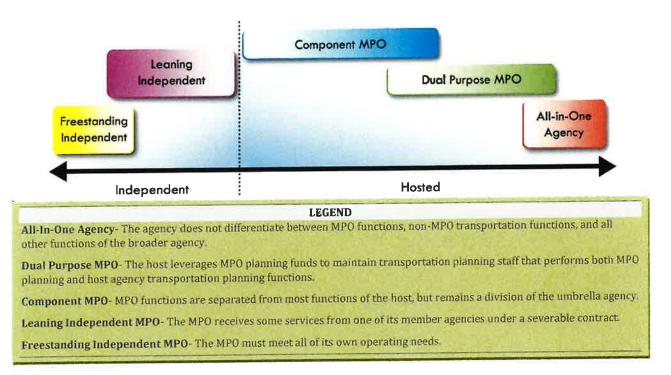
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Local Coordinating Board for the Transportation Disadvantaged (LCB), Treasure Coast Transportation Council (TCTC), Regional Advisory Committee (RAC), Bicycle and Pedestrian Advisory Committee (BPAC), and Treasure Coast Scenic Highway Committee (TCSHC)



STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below?.....Leaning Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

STAFF SIZE AND EXPERTISE

MPO professional staff size	5
MPO financial staff size	
MPO administrative staff size	0
	Total MPO staff size



VOLUSIA TPO

FACT SHEET

MPO CONTACT INFORMATION

MPO Director: Karl Welzenbach Director E-mail: kwelzenbach@volusiatpo.org Physical Address: 2570 W. International Speedway Blvd., Suite 100 Daytona Beach, FL 32114 Phone: (386) 226-0422

Fax: (386) 226-0428

Website: www.volusiatpo.org

DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries1
Number of counties within MPO boundaries (all or part)2
Volusia; Flagler (Part)
Number of municipalities within MPO boundaries18
Number of urbanized areas within MPO boundaries (all or part)2
Daytona Beach – Port Orange, FL (Part); Deltona, FL
Population served by the MPO



MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Volusia County	6	Y	N
City of Daytona Beach	1	Y	N
City of DeBary	1	Y	N
City of DeLand	1	Y	N
City of Deltona	1	Y	N
City of Edgewater	1	Y	N
City of Holly Hill	1	Y	N
City of New Smyrna Beach	1	Y	N
City of Ormond Beach	1	Y	N
City of Port Orange	1	Y	N
City of South Daytona	1	Y	N
Small City Group 1 City of Lake Helen City of Pierson City of Orange City	1	Y	Y
Small City Group 2 City of Daytona Beach Shores City of Oak Hill City of Ponce Inlet	1	Y	Y
Small City Group 3 City of Beverly Beach City of Flagler Beach	1	Y	Y
Volusia County School Board	1	N	Ν
Committee Chairs	3	Ν	Ν
FDOT D5	1	N	Ν

VOTING AND QUORUM STRUCTURE

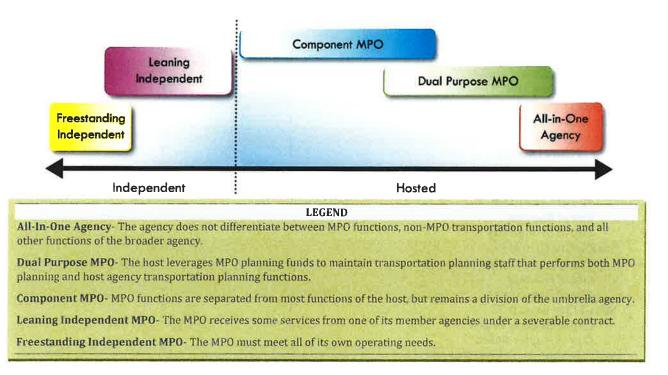
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Does the MPO Board have a weighted voting structure?Ye	es
One-third of the total vote is divided equally among the six Volusia County representatives. The remaining two-thirds vote is distributed (based on population) among the municipalities.	
Number of members required to form quorum1	10
Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizen's Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)	

STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent?.....Independent

Where does the MPO fall along the continuum below? Freestanding Independent MPO



HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director?	MPO Governing Board
Who hires/supervises the MPO staff?	MPO Executive Director

STAFF SIZE AND EXPERTISE

MPO professional staff size	6
MPO financial staff size	
MPO administrative staff size	2
	Total MPO staff size9

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Florida Metropolitan Planning Organization Advisory Council 605 Suwannee Street, MS 28B Tallahassee, FL 32399-0450 850/414-4037 www.mpoac.org

Center for Urban Transportation Research University of South Florida 4202 E. Fowler Avenue, CUT100 Tampa, FL 33620-5375 813/974-3120 www.cutr.usf.edu





EXHIBIT 2

Options for Staffing the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

Introduction

The purpose of this document is to serve as an addendum to the information provided by the Florida Department of Transportation (FDOT) at the April 4, 2024 Metropolitan Transportation Planning Organization (MTPO) meeting regarding the available staffing options for the MTPO. The staffing structure of the MTPO is a critical aspect of its efficiency and productivity. As the MTPO has crossed the 200,000 urbanized area population to become a Transportation Management Area (TMA), agreed to expand its boundaries for Countywide jurisdiction, and changed the makeup of the governing board, the timing is right for the MTPO to explore its staffing options. This document outlines staffing options for the MTPO, drawing examples from peer communities, and evaluates the feasibility, advantages, and disadvantages of each option.

1) Consultant Staffing

This is the current staffing arrangement for the MTPO. The MTPO has a Staff Services Agreement with the North Central Florida Regional Planning Council (NCFRPC) to provide the necessary staffing in order to meet the MTPO's basic responsibilities as well as to progress the vision and goals of the MTPO Board. Effectively, the NCFRPC serves as a consultant to the MTPO Board, providing all services necessary to make the MTPO function. The MTPO could amend its Staff Services Agreement with the NCFRPC to include additional deliverables required per the TMA designation and to detail minimum required full time staffing levels. Alternatively, the MTPO could enter into a new agreement for Staff Services.

Advantages

Turnkey: Removes the MTPO Board from the direct employment actions related to an executive director that reports directly to the MTPO.

Cost-Effectiveness: Can be more cost-effective than maintaining a full in-house independent staff.

Disadvantages

Lack of Control: Less direct control over the selection and management of staff, and therefore of deliverables.

2) Independent Staff under the direction of an MTPO Board Appointed Executive Director

Under this model, the MTPO would have a team of staff led by an executive director hired directly by the MTPO Board. The staff is employed directly by the organization. The organizational structure of this option could have three further options to aid in the efficiency of the organization and those would be based on the arrangements for ancillary roles of administration.

- A) Completely Independent Organization
- B) Independent Staff housed at Alachua County for Administrative Functions
- C) Independent Staff housed at the City of Gainesville for Administrative Functions

The options for "housing" above could include a spectrum of services. Housing the staff at a host local government could include a physical housing at a County or City office or could just consist of partnering with one of the host local governments for functions such as human resources, fiscal, budgeting, legal, etc.

Advantages

Direct Oversight: The executive director is hired directly by the MTPO Board and would be directly responsible for hiring the remaining staff directly.

In-House Expertise: Develops an in-house team with specific skills tailored to the organization's needs.

Commitment: Staff's commitment to the organization's goals and missions.

Reduce Conflicts of Interest: Addresses potential perceptions of "conflicts of interest," when compared to Option 3, by reporting directly to the MTPO Board.

Economies of Scale: Cost savings due to shared resources with the host local government.

Disadvantages

Fixed Overhead Costs: Potentially, less flexibility in overhead costs, including salaries, benefits, and infrastructure, due to independent nature.

Recruitment and Retention: Would need to recruit and retain new Staff, which can be challenging and costly.

In the case of Option A: Operating a fully independent organization may be costprohibitive, as indicated by a lack of such models among comparable peer communities.

3) Staffed directly by Alachua County or the City of Gainesville

Under this model, the staffing needs of the MTPO would be fulfilled by one of the host local governments directly. The executive director would report to the Alachua County or City of Gainesville Manager. This would require an interlocal agreement between the MTPO and either the City or County for administrative services.

Advantages

Shared Resources: Access to shared resources and services of the host local government.

Infrastructure: Utilization of existing infrastructure.

Economies of Scale: Cost savings due to shared resources with the host local government.

Disadvantages

Lack of Autonomy: Reduced autonomy and independence.

Conflicting Priorities: Potential for conflicting priorities between MTPO and the host local governments. Additionally, the MTPO will be representing multiple municipalities and may be seen as not being fully representative if the staff is entirely hosted by a one of the host local governments.

Conclusion

The choice of staffing model for the MTPO is a decision that will significantly impact its efficiency, autonomy, and overall effectiveness. By considering various options and drawing insights from peer communities, the MTPO can make an informed decision tailored to the Board's specific needs, priorities, and resources. Each model has its unique advantages and disadvantages.

Case Study – Capital Region Transportation Planning Agency (CRPTA)

- CRTPA encompasses 4 counties: Gadsden, Jefferson, Leon and Wakulla
- Board composition: 11 members, 100 voting points (bylaws are attached for reference)
 - o 3 members from Leon County; 37 voting points
 - o 3 members from City of Tallahassee; 37 voting points
 - o 1 member each for:
 - Leon County School Board, 1 voting point
 - Jefferson County; 4 voting points
 - Gadsden County; 8 voting points
 - Wakulla County; 8 voting points
 - Gadsden Municipalities; 5 voting points

- CRTPA is hosted by the City of Tallahassee with offices located at City Hall;
 - It is administratively related to the City (HR, finances, procurement, IT, benefits, etc provided by the City) but organizationally separate (the executive director reports directly to the CRTPA board, not the City Manager).
 - Per Greg Slay, who worked as Executive Director of both Marion County TPO and now CRTPA, reporting directly to the Board versus a City or County Manager is a better arrangement that dispels potential conflict of interests.
 - He suggests that the staffing agreement needs to state upfront that the Executive Director reports to the Board.
 - Oversight of CRTPA's Executive Director is done by a CRTPA Executive Committee comprised of 3 members: the Board Chair, previous Chair, and another member. This committee performs annual evaluations of the Executive Director, this is then submitted to the Board for approval.
- CRTPA Staffing: 5 members; Executive Director, Assistant Director, Planning Manager, Programs Manager, and Administrative Assistant
 - o CRTPA staff are not city employees.
 - CRTPA pays the City for services rendered; their budget has line items for the different services.
 - Services not eligible for federal funding are paid by the different Counties/municipalities based on population apportionment; this is stipulated on the interlocal agreement(s).
- Other items:
 - Staff provides the board a quarterly budget utilization report as an information item, outlining the status of the different projects.
 - Staff provided an annual budget review to the Executive Committee in August, this is then presented to the Board in September.

Case Study - Ocala Marion Transportation Planning Organization (TPO)

- Geography encompassed: Countywide, all of Marion County
- Board Composition:
 - o 12 Voting Members
 - Marion County: 5 seats
 - City of Ocala: 5 seats
 - City of Belleview: 1 seat
 - City of Dunnellon: 1 seat
 - Non-voting Advisor: FDOT District V Advisor

- Ocala Marion TPO is hosted administratively and physically by Marion County, but they are a separate organization.
 - Scope of Services: County to provide professional, technical, administrative, and clerical services, as well as office space, other space, and incidentals, necessary to support TPO
 - County-provided services: Legal, some Financial Administration (the TPO's budget is part of the County budget, similar to a department), Procurement Procedures
 - TPO-provided services: Financial Administration, Asset Management, Training, Travel, Invoices and Progress Reports (for Fed Grants), Information and Reports
 - The TPO reimburses the County for all direct and indirect costs of services provided by the County. Costs are determined by a Cost Allocation Plan maintained and updated by the Budget Office of the Clerk of the Circuit Court.
 - The TPO Director is hired by, and reports directly to, the TPO Governing Board. Annual performance evaluation of the Director is conducted by the TPO chairman and his/her designee and is per standard County procedure.
 - TPO Personnel Director responsible for hiring; subject to Governing Board approval Director may add and/or delete positions, adjust responsibilities and salaries, take personnel actions (discipline, fire, etc.) per County Employee Policy
- Ocala Marion TPO Staffing:
 - 4 staff members (independent staff; not County)
 - Director
 - Admin Specialist
 - Transportation Planner
 - Grants Coordinator/Fiscal/Title VI
- Ocala Marion TPO reimburses County for services rendered
- Services not eligible for federal funding are paid by the County. (Note: This arrangement was made in response to the previous sole funding by the City of Ocala. Executive Director shared that there has been interest in proportional contributions from voting members, but the County remains the sole source for local match.)
- Other Items:
 - The Ocala Marion TPO publishes an Annual Report (in January) to share with the public and its partners the major activities accomplished throughout the calendar year. This includes updates on the TPO's primary planning programs and current studies, and the progress of major projects in Marion County. This report also includes high-level budgetary information.

- Regular Meeting Schedule: The TPO Board meets on the 4th Tuesday of the month, when scheduled
- Robust website: The website includes tabs for all facets of the TPOs work, and includes viewable and downloadable versions of all major documents
- Regional Planning Efforts: The Ocala-Marion TPO has also entered into a Joint Agreement (with Lake-Sumter MPO) and a Regional Agreement (with Central Florida Alliance, with which they hold Quarterly Meetings)
- Attached: CRTPA Staff Services Agreement CRTPA Interlocal Agreement

Ocala Marion TPO Staff Services Agreement

Ocala Marion TPO Interlocal Agreement

MTPO-NCFRPC Staff Services Agreement

MTPO Interlocal Agreement

Gainesville TPO_TMADesignation_Opperations_TechMemo_Dec2023

AMENDED INTERLOCAL AGREEMENT CONCERNING THE FORMATION AND OPERATION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY

THIS AMENDED INTERLOCAL AGREEMENT is made and entered into this <u>13</u> day of <u>MARCH</u>, 2014, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT); the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETNA, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. and 49 U.S.C. requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), and the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 U.S.C., 49 U.S.C., 23 CFR 450 and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, the Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area; and

WHEREAS, pursuant to 23 CFR 450 and Section 339.175(2)(b), Florida Statutes, an Interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO. The signatories to the Interlocal agreement shall be the Department and the governmental entities designated by the Governor for membership on the MPO; and

WHEREAS, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the CRTPA), without any change to its legal organization; and

WHEREAS, on January 12, 2009, the CRTPA Board approved a reapportionment plan in accordance with the revised Planning Area Boundary to include all of Gadsden, Jefferson, Leon and Wakulla Counties, which reapportionment plan was subsequently submitted to the Governor for approval; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, in a letter dated March 17, 2011, the Governor has agreed to the apportionment plan; and

WHEREAS, the Interlocal agreement is required to create the CRTPA and delineate the provisions for operation of the CRTPA as the MPO for this region; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175, Florida Statutes;

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the Interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to Interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. <u>Recitals</u>. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. <u>Definitions</u>. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

BOARD shall mean the governing board of the CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA).

Congestion Management System as defined by the Federal Highway Administration means a systematic process for managing congestion that provides information on transportation system performance and on alternative strategies for alleviating congestion and enhancing the mobility of persons and goods to levels that meet state and local needs.

CRTPA means the Capital Region Transportation Planning Agency, which is the MPO formed pursuant

to this Agreement

DEPARTMENT shall mean and refer to the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Functional Classification means the assignment of roads into systems according to the character of service they provide in relation to the total road network using procedures developed by the Federal Highway Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(c) ,23 CFR 450, and Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population as described in 23 U.S.C., 49 U.S.C., and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means Metropolitan Planning Organization and refers to the CRTPA which is the MPO formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C., 49 U.S.C, 23 CFR 450 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description of each planning task and an estimated budget therefore and must comply with applicable state and federal law, all as required by 23 CFR 450 and Section 339.175(9), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. <u>General Purpose</u>. The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency:

(a) To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and freight within and through this metropolitan area of this state, foster economic growth and development within and through urbanized areas of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan

transportation planning processes;

(b) To develop transportation plans and programs, in cooperation with the state and public transit operators, which plans and programs provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in section 334.046(1), Florida Statutes;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To ensure that the process is integrated with the statewide planning process, the MPO shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions;

(e) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. and 49 U.S.C.; and

(f) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. and 49 U.S.C.; 23 CFR 420 and 450, and 49 CFR Part 613; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. <u>Major MPO Responsibilities</u>. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Execute all agreements or certifications necessary to comply with applicable state or federal law;
- (h) Represent all the jurisdictional areas within the metropolitan area in the formulation of

transportation plans and programs required by this section; and

(i) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State and to assure the compatibility of all components, including multimodal facilities. Section 339.155, Florida Statutes, requires the Department to develop and update at least once every 5 years, or more often as necessary, to reflect substantive changes to federal or state law, a statewide transportation plan, which established and defines the state's long-range transportation goals and objectives to be accomplished over a period of at least 20 years within the context of the State Comprehensive Plan, and considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. The parties to this Agreement acknowledge that actions taken pursuant to this Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. <u>Establishment of MPO</u>. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Capital Region Transportation Planning Agency (CRTPA).

Section 3.02. Effect on Prior Interlocal Agreement. This Agreement supercedes and replaces the November 15, 2004, Interlocal Agreement between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF GADSDEN, LEON AND WAKULLA; the CITIES OF QUINCY, MIDWAY and TALLAHASSEE; the TOWN OF HAVANA; and the LEON COUNTY SCHOOL BOARD, upon the effective date of this Agreement. The November 15, 2004 Interlocal Agreement superceded and replaced the October 16, 2000, Interlocal Agreement between THE DEPARTMENT OF TRANSPORTATION, LEON COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the CRTPA.

Section 3.03. <u>MPO to operate pursuant to law</u>. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.04. Governing board to act as policy-making body of MPO. The governing board established

pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.05. <u>Submission of proceedings: Contracts and other documents</u>. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents in its possession relating to the metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.06. <u>Rights of review</u>. All parties to this Agreement, and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The voting membership of the MPO shall consist of representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; the Towns of Greensboro and Havana; the Leon County School Board.

(1) The apportionment of the membership of the MPO is based on population distribution among the above members, using weighted voting as specifically outlined in the CRTPA bylaws. For Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

(2) Representatives of the Department shall serve as nonvoting advisers to the MPO. The MPO may also provide for other non-voting advisors as outlined in the MPO bylaws.

(3) The Board shall have the authority to adopt bylaws concerning the governance and management of the CRTPA, including provisions governing Board meetings and votes, the authority of Board officers and the authority of CRTPA officials. The bylaws shall address:

(A) The weighted votes assigned to each member from the County Commission designated by Leon County and each member from City Commission to be designated by the City of Tallahassee.

(B) The weighted votes assigned to each representative of any consolidated membership of the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; and the Towns of Greensboro and Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the effected units of general-purpose local government as required

by federal rules and regulations. The Governor, in accordance with 23 USC 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO.

(c) All voting representatives shall be elected officials of general purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(d) In no event shall the county commission representatives constitute less than one-third of the weighted vote of the MPO, except for an MPO with more than 15 members located in a county with a 5-member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members.

(e) County commissioners shall compose not less than 20 percent of the MPO membership if an official of the agency that operates or administers a major mode of transportation has been appointed to an MPO.

(f) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. Consortiums of municipalities may organize to appoint voting members who alternate each year.

(g) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within 60 days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. <u>Terms</u>. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms. Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member or as outlined in the CRTPA bylaws.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all

rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175 (5) and (6), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO shall have an executive or staff director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by the MPO or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the MPO. Each MPO may enter into contracts with local or state agencies, private planning or private engineering firms, or other public or private entities to accomplish its transportation planning and programming and administrative functions;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept gifts, grants, assistance funds, or bequests;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. <u>Duties and responsibilities</u>. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation

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planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), Florida Statutes, the MPO shall enter into written agreements, which shall be reviewed, and updated as necessary, every 5 years with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems required by state or federal law;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(1) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Execute all certifications and agreements necessary to comply with state or federal law;

(n) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs;

(o) Perform such other tasks presently or hereafter required by state or federal law; and

(p) Adopt operating rules and procedures.

ARTICLE 6 ADMINISTRATION

Section 6.01. <u>Generally</u>. In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

Section 6.02. <u>Administrative Support</u>. The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

Section 6.03. <u>Recommendations and Reports</u>. The Executive Director shall have responsibility to ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

Section 6.04 <u>Delegation</u>. The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law, and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

Section 6.05 <u>General Counsel</u>. The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

ARTICLE 7 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 7.01. <u>Funding</u>. Pursuant to Section 339.175(6)(f), Florida Statutes, the Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. The MPO will be responsible for the establishment of procedures and operational policies governing all other MPO funding allocations and responsibilities as set forth in the MPO bylaws.

Section 7.02. <u>Inventory report</u>. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, 49 CFR Part 18, and all other applicable federal regulations.

Section 7.03. <u>Record-keeping and document retention</u>. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.01. <u>Constitutional or statutory duties and responsibilities of parties</u>. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 8.02. <u>Amendment of Agreement</u>. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 8.03. Duration; withdrawal procedure.

(a) <u>Duration</u>. This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement. The Governor shall review the composition of the MPO membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of Census, and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall also be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) <u>Withdrawal procedure</u>. Any party, except Leon County and the City of Tallahassee and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 8.04. Notices. All notices, demands and correspondence required or provided for under this

Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as provided in the MPO bylaws All notices to the Department shall be addressed to the District Three Secretary, Florida Department of Transportation, Post Office Box 607, Chipley, Florida 32428.

Section 8.05. Interpretation.

(a) <u>Drafters of Agreement</u>. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) <u>Severability</u>. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) <u>Renumbering or Revisions to Statutory Provisions</u>. To the extent that any statutory revisions occur between the date of this Interlocal Agreement and its five year review, it is the intent of the CRTPA to incorporate the changes or renumbering of the statutory provisions into this Interlocal Agreement.

(d) <u>Rules of construction</u>. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 8.06. <u>Enforcement by parties hereto</u>. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 8.07. <u>Agreement execution</u>; <u>Use of counterpart signature pages</u>. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 8.08. Effective date; Cost of recordation.

(a) <u>Effective date</u>. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) <u>Recordation</u>. The Counties of GADSDEN, JEFFERSON, LEON and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

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IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

Passed and adopted by the Board of County Commissioners of Gadsden County, this <u>16th</u> day of <u>April</u>, 2013.



Douglas M. Croley, Chairperon Board of County Commissioners

ATTEST: NICHOLAS THOMAS, CLERK OF THE COURT GADSDEN COUNTY, FLORIDA

BY: Marcalla Blocker, Deputy

APPROVED AS TO FORM: GADSDEN COUNTY ATTORNEY

MIN Deborah Minnis, Esq.



Interlocal Agreement Page 14 of 26

day of January Passed and adopted by the Board of County Commissioners of Jefferson County, this 2014.

Betsy Bartield, Chair Board of County Commissioners

ATTEST: KIRK REAMS, CLERK OF THE COURT JEFFERSON COUNTY, FLORIDA

B

APPROVED AS TO FORM: JEFFERSON COUNTY ATTORNEY

T. Buckingham Bird, Esq. BY:

Interlocal Agreement Page 15 of 26

Passed and adopted by the Board of County Commissioners of Leon County, this <u>9th</u> day of <u>April</u>, 2013.

Nicholas Maddox Chair Board of County Commissioners

ATTEST: BOB INZER, CLERK OF THE COURT LEON COUNTY, FLORIDA

BY:

APPROVED AS TO FORM: LEON COUNTY ATTORNEY S OFFICE BUILD LEON Herbert W.A. Thiele, Esg.

County Attorney

Interlocal Agreement Page 16 of 26

Passed and adopted by the Board of County Commissioners of Wakulla County, this _____ day of _____ 2013.

hdy Merritt, Chair

Board of County Commissioners

ATTEST: BRENT X. THURMOND, CLERK OF THE COURT WAKULLA COUNTY, FLORIDA

BY:

APPROVED AS TO FORM: WAKULLA COUNTY ATTORNEY

Heather Encinosa, Esq.

(Signature Pages Continue)

BY:

Passed and adopted by the Chattahoochee City Commission, this \underline{GH} day of Sept., 2013.

ANNETTE H. BATES Mayor, City of Chattahoochee

ATTEST: MARINDA WILSON, TREASURER, CLERK CITY OF CHATTAHOOCCHEE, FLORIDA

Tarinka S. Wilsa B

APPROVED AS TO FORM: CITY OF CHATTAHOOCHEE BY: CITY ATTORNEY Q. HOUS

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Passed and adopted by the Gretna City Commission, this 6 day of August 2013.

Jealv Mayor, City of Gretna

ATTEST: KAREN CONDRY, CLERK CITY OF GRETNA, FLORIDA

Karen BY: omde

APPROVED AS TO FORM: CITY OF GRETNA

BY: Harold Knowles, Esq.

Interlocal Agreement Page 19 of 26

Passed and adopted by the Midway City Commission, this _____ day of Moundar, 2013.

ID KNIGHT

Mayor, City of Midway

ATTEST: FRANCES HARRELL, CLERK CITY OF MIDWAY, FLORIDA

ses Havel BY: ~

APPROVED AS TO FORM: CITY OF MIDWAY ATTORNEY

BY: Hunter, Esq.

Passed and adopted by the Quincy City Commission, this <u>24th</u> day of <u>September</u> 2013.

Keith A. Dowdell

Mayor, City of Quincy

ATTEST: SYLVIA HICKS, TREASURER, CLERK CITY OF QUINCY, FLORIDA

PICE wice ` BY:

Interlocal Agreement Page 21 of 26

Passed and adopted by the Tallahassee City Commission, this _10th_ day of _April_, 2013.

mi

John Marks, Mayor City of Tallahassee

ATTEST: JAMES O. COOKEIV, TREASURER, CLERK CITY OF TALLAHASSEE, FLORIDA

BY: Rent Olsen for James O. Cooke, II

APPROVED AS TO FORM: CITY OF TALLAHASSEE ATTORNEY'S OFFICE

insten la BY:

Lewis E. Shelley, Esq.

Interlocal Agreement Page 22 of 26

Passed and adopted by the Greensboro Town Council, this __12th___ day of _August___, 2013.

William K. Pitts 5

William K. Pitts Jr. Mayor, Town of Greensboro

ATTEST: H. MAXWELL FLETCHER, TREASURER, CLERK TOWN OF GREENSBORO, FLORIDA

BY: H. Maluel Flet

APPROVED AS TO FORM: TOWN OF GREENSBORO

BY:

Alan Jackson, Esq.



Passed and adopted by the Havana Town Council, this 25th day of June ____, 2013.

Mayor, Town of Havana

ATTEST: SHEILA EVANS, CLERK TOWNOF HAVANA, FLORIDA

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BY:

PPROVED AS TO FORM: TOWN OF HAVANA

Incer BY:

Alex Hinson, Esq.

(Signature Pages Continue)

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Interlocal Agreement Page 24 of 26

Passed and adopted by the School Board of Leon County, this 19th day of November 2013.

VAN CAMP, CHAIR FORREST

School Board of Leon County

ATTEST:

BY:

APPROVED AS TO FORM: SCHOOL BOARD OF LEON COUNTY

BY: dor

Jeff Wahlen, Esq.

Agreed to by the State of Florida Department of Transportation, this <u>13</u>th day of <u>march</u>, 2014.

li P.E. ames T. Barfie FDOT District III Secretary

ATTEST:

BY: Executiv

Legal Review: OFFICE OF THE GENERAL COUNSEL

Haderow BY: Samuel Henderson, Esq.

Interlocal Agreement Page 26 of 26

APPROVED AS TO FORM AND LEGALITY: CRTPA GENERAL COUNSEL BY: Thomas, Esq.

-182-

STAFF SERVICES AGREEMENT BETWEEN THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY AND THE CITY OF TALLAHASSEE

THIS MEMORANDUM OF UNDERSTANDING, hereinafter to be called the STAFF SERVICES AGREEMENT ("Agreement"), is made and entered into on the date specified herein, by and between the Capital Region Transportation Planning Agency, the region's Metropolitan Planning Organization ("CRTPA") and the City of Tallahassee ("CITY").

WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a Metropolitan Planning Organization ("MPO") for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the CRTPA as the MPO for all of Leon County, along with urbanized portions of Gadsden, Wakulla and Jefferson Counties, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation, the Counties of Leon, Gadsden, Wakulla and Jefferson, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO wishes to manage the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and authorized by Section 339.175, Florida Statutes; and

WHEREAS, Section 339.175, Florida Statutes, specifies that the CRTPA, as the MPO, shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the CRTPA, as the MPO, or that is a signatory to the Interlocal Agreement creating the CRTPA, as the MPO, and shall have such powers and privileges that are provided under Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, pursuant to Section 339.175 (2)(b), Florida Statutes, the CRTPA, as the MPO, is a legally independent governmental entity distinct from the CITY government; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the CRTPA, as the MPO, has the authority to contract with the CITY and other governmental entities for the provision and exchange of certain services; and

WHEREAS, the CRTPA, as the MPO, wishes to obtain certain administrative support services from the CITY to assist the CRTPA staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175 and 163.01, Florida Statutes, to contract with the CITY for the same; and

WHEREAS, the CITY has the authority to enter into said Agreement and to provide the administrative services hereinafter described; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and its citizens.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1.0 INCORPORATION BY REFERENCE.

The parties agree that the above recitals are a material part of this agreement, are true and correct, and are incorporated herein by reference.

2.0 PURPOSE.

The purpose of this Staff Services Agreement is to define the services to be provided by the CITY to the CRTPA; to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other agreement to which the CRTPA is a party; to determine the compensation to the CITY, if any, and to provide the staff services necessary for the administration of the CRTPA. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, and Section 339.175, Florida Statutes, and embodies the whole understanding of the parties.

3.0 CRTPA STRUCTURE.

The governing board of the CRTPA shall be the policy-making body of the CRTPA as defined by Section 339.175, Florida Statutes, responsible for cooperative decision-making actions taken by the CRTPA. As provided in Section 339.175, Florida Statutes, the CRTPA may employ personnel and may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies.

The Executive Director of the CRTPA serves under the direction, supervision, and control of the CRTPA governing board. The Executive Director serves as the principal administrator for the day-to-day administration of the CRTPA's

operations, supervision of the CRTPA's staff, consultants and contractors, establishment of procedures and operational policies governing the CRTPA's administration and staff, and such other responsibilities as set forth in the CRTPA's bylaws.

The Executive Director, with the consent of the CRTPA governing board, employs such personnel as may be necessary and authorized by the CRTPA governing board to perform adequately the functions of the CRTPA within the CRTPA's budgetary limitations. Pursuant to this Agreement, the CRTPA's staff shall receive certain benefits and administrative support services from the CITY, but shall otherwise function independently of the control, supervision, and direction of the CITY. The CITY shall have no management or control over, or responsibility for the CRTPA personnel, employees, staff, or the Executive Director.

As an independent legal entity, the CRTPA shall have the authority to add or delete staff and staff's positions from time to time, adjust salaries and benefits for its staff, and determine when and if to hire, terminate, discipline, layoff, furlough or suspend personnel working for the CRTPA, independent of any input direction or control from the CITY.

The CRTPA shall receive certain CITY employment related benefits as set forth in 4.0 below but shall otherwise not be considered or regarded as agents, employees, or representatives of the CITY and shall operate independently of the control, supervision, and direction of the CITY.

4.0 ADMINISTRATIVE SUPPORT SERVICES.

The CRTPA shall operate as an independent governmental entity from the CITY, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration.

The CITY will provide the following administrative support services to the CRTPA and the CRTPA's staff to assist in managing the continuing, cooperative, and comprehensive transportation planning process for the CRTPA region. Cost of these services shall be expensed at the rates determined by the CITY's Internal Service Fund Expense Allocation Plan for such services unless noted otherwise herein. The methodology used to develop these costs shall be documented and reviewed on an annual basis as part of the budget development of the CRTPA.

<u>Accounts.</u> The CITY shall establish a cost center with the budgetary system of the CITY for the CRTPA and provide financial management of federal, state and local monies granted to the CRTPA in accordance with generally accepted accounting principles ("GAAP"). Notwithstanding the foregoing, the Parties agree that the CRTPA, as a distinct governmental entity, shall bear the ultimate responsibility to ensure that all required financial reporting been done, regardless of whether such functions are performed by the CITY's Clerk and

Auditor, or privately.

b) <u>Annual Funding and Audit.</u> The CITY will include the CRTPA's revenues and expenditures in the CITY's accounting system and will pay the CRTPA's expenses from appropriated funds subject to reimbursement at the agreed rate. The parties agree to provide to each other and any other third party all information necessary to complete said audit. The CRTPA will outsource for the performance of its annual audit to a qualified auditing firm.

- c) <u>Personnel Expenditures.</u> Subject to the availability of funds from the CRTPA, the CRTPA's staff shall have the option to receive the same benefits and services as similarly-classified CITY employees, including but not limited to health, life, dental, long term disability, wellness program, unemployment compensation benefits, retirement system benefits and leave accruals. Additionally, the CITY does not provide social security benefits to the CRTPA employees. The CRTPA understands and agrees that the employee benefits programs which the CITY may offer will change from time to time. If programs are added or removed, the CITY will advise or notify the CRTPA when changes are contemplated and/or implemented at the same time the CITY's employees are advised or notified.
- d) <u>Human Resources.</u> The CRTPA may utilize all personnel services offered by the CITY's Human Resources Department or Office. Such personnel services include, but not limited to the recruitment, hiring, screening, background and/or credit examination, and applicable pre-employment physical and drug testing of the CRTPA employees or prospective employees. The CITY shall permit the CRTPA employees, at no cost difference than what is charged to CITY employees, to participate in personnel-related training courses and programs.
- e) <u>Central Services.</u> The CITY shall provide support services in the same manner as provided to CITY departments, which include, but are not limited to, human resources, accounting, purchasing, information services, building maintenance, vehicle maintenance, communications, legal, finance, revenue collection, treasury maintenance, vehicle management, retirement administration, payroll, accounting services and equipment, as requested by the CRTPA. The CRTPA procurement requirements must adhere to all Federal and state laws regarding procurement of services. The CRTPA must also be in compliance with the Federal Highway Administration (FHWA), the Federal

Transit Administration (FTA), and the Florida Department of Transportation (FDOT) rules and regulations as applicable.

- f) Insurance Coverage. Any person who performs services for remuneration and who is actually employed full-time by the CRTPA, while acting within the course and scope of his or her employment, shall be covered by the CRTPA's insurance for automobile, general liability, and worker's compensation. Such coverage is not provided by the CITY to the CRTPA.
- g) Facilities. The CITY shall provide office space and meeting facilities sufficient to adequately support the functions of the CRTPA as mandated by federal and state law. Any charges for the office and meeting space, as well as the location and hours of use of the office and meeting space, shall be covered under the CITY cost allocation plan as agreed to by the CITY and CRTPA.
 - Office Space. The City shall provide the CRTPA with office space suitable to conduct the CRTPA's business at a monthly rental cost as agreed upon by the CITY and the CRTPA. Once suitable office space has been agreed to between the CRTPA and the CITY, the CITY shall not reassign office space to the CRTPA or change the monthly rental cost without the CRTPA's concurrence. The CRTPA may, in its sole discretion, utilize non-city space if circumstances warrant.
 - 2. <u>Meeting Space</u>. The CITY shall provide suitable meeting space (as reasonably determined by the CRTPA) for the CRTPA to conduct its advisory and governing board meetings. The CRTPA shall coordinate with the CITY to reserve such meeting and conference rooms. The CITY, in consultation with the CRTPA and in accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, shall provide assistance to persons with disabilities needing special accommodations to participate in meetings held on the CITY's property.

5.0 CRTPA Duties.

a) All administrative support services to the CRTPA's not delineated in Section 4 of this Agreement shall be provided by the CRTPA staff. Such duties include, but are not limited to: Legal Services. The CRTPA may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the CRTPA and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

b) Budget. The CRTPA shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program (UPWP). The CRTPA shall annually prepare a budget necessary to perform adequately the functions of the CRTPA as mandated by federal and state law. The budget shall be written to cover all of the costs to the CITY for all support services provided to the CRTPA pursuant to this Agreement. The CRTPA's Governing Board shall approve the CRTPA's annual operating budget and UPWP as well as any changes needed. The CITY shall have no authority in reviewing or approving the budget, budget modifications/amendments or the UPWP. It is the responsibility of the CRTPA to ensure that all appropriate Federal and State of Florida budget rules and regulations and any requirements of the FDOT related to the administration of state funds are followed in preparing the annual budget.

The City shall, on an annual basis, provide the CRTPA with the calculations used to determine the various service costs (i.e. financial services, human resources, procurement, etc.) as part of the development of the CRTPA budget.

- c) <u>Reimbursement of Fund Advances.</u> Upon receipt of quarterly spending reports from the CITY, the CRTPA shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures within 90 days of the end of the fiscal quarter and forward reimbursement payments to the CITY upon receipt from such federal, state and local grantors. Other than providing basic cost information to the CRTPA, the CITY shall have no authority over the approval of the CRTPA's budget. The CRTPA budget shall be approved exclusively and solely by the CRTPA Board.
- d) Personnel Policy. The CRTPA will adopt and implement personnel policies for the recruitment, retention, promotion, supervision, discipline and evaluation of the CRTPA employees. The CITY shall have no supervisory or other authority regarding the adoption of this policy. While the CRTPA may adopt the CITY's personnel policies for its day-to-day operations, the CRTPA shall, as a separate and independent governmental entity, structure all its policies to meet its immediate needs and to comply with all state and federal guidelines. Should the CRTPA adopt the CITY's personnel policies, the adoption of the policies shall result in a separate set of policies for the CRTPA's exclusive use. Said adoption of the policies shall not be construed by the parties or any other entity as entitling the CITY to have the ability to regulate or supervise the CRTPA in the areas of adoption. The CRTPA shall be permitted to participate in personnel related training courses or programs, including drug testing, offered by the CITY. All Personnel Policies shall be in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as may be amended from time to time.

e) <u>Professional Services.</u> To facilitate the CITY purchasing function of the CRTPA, the CRTPA shall comply with the provisions of Section 287.055, Florida Statutes ("The Consultants' Competitive Negotiation Act") and the federal and FDOT procurement requirements for the procurement of professional services. Per federal guidelines, CRTPA procurement activities shall not include requirements for geographic preference.

6.0 COMPENSATION.

In consideration for the administrative support services to be provided herein by the CITY, the CRTPA shall annually budget a sum sufficient to reimburse the CITY for all costs incurred by the CITY for administrative support, self-insurance, and other direct costs associated with the CRTPA operations. Actual cost estimates shall be calculated in accordance with 2 CFR 200, as may be amended from time to time.

7.0 TRAVEL AND TRAVEL EXPENSES.

All travel by the CRTPA's personnel and Governing Board members shall be approved by the CRTPA's Executive Director and travel expenses shall be paid consistent with the provisions of the CRTPA's Travel Policy. All travel by the CRTPA's Executive Director shall be approved by the Chairman of the Governing Board or his designee and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The CITY shall have no function or responsibility with respect to the travel of any CRTPA staff or Governing Board Members.

8.0 DURATION AND TERMINATION PROCEDURE.

a) LENGTH OF AGREEMENT.

This Agreement shall remain in effect for five (5) years or until terminated by the parties in accordance to the terms of this Agreement. Should the parties fail to renew the Agreement within the five (5) year period and neither party is in default under the terms of this agreement, the parties agree that this agreement shall remain in full force and effect on a month to month basis, until and unless it is terminated by the parties or a new agreement replaces this Agreement.

b) **TERMINATION FOR CONVENIENCE.**

Either party may terminate this agreement for convenience with six (6) months written notice to the other party. The parties agree that a termination for convenience by one party shall not result in any recourse under the provisions of this agreement against the other party. Also, it is agreed that should a cause of action arise from the execution of a termination for convenience, under this section, any such cause of action is waived by the parties.

c) **TERMINATION FOR DEFAULT.**

If either party is in default of the Agreement, termination may be made thirty (30) calendar days after receipt of the written notice to the defaulting party of the default and the default is not cured. Upon notification of the default, the defaulting party will have thirty days (30) to cure upon receipt of written notice of the default unless a different term is agreed to by the parties. Failure to comply with any of the terms of this Agreement will constitute a default within the meaning of this section. A cure shall be deemed to have met the requirements of this subsection if the defaulting party begins the cure within the 30 day notice period and the party providing notice shall not terminate as long as the defaulting party is continuing the cure in good faith. The parties agree that neither party may determine that a cure is unsatisfactory if the cure meets the terms of this agreement.

d) **RIGHT TO DAMAGES AND OBLIGATIONS AFTER TERMINATION.**

The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of substantial breach or default of any of the terms hereunder. After termination, this Agreement shall be of no further continuing effect, and the parties have no obligations to each other hereunder, except the sections in the Agreement noted as surviving termination, those duties and responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination.

9.0 RECORD KEEPING AND RETENTION.

The CRTPA and the CITY shall prepare and retain all books, papers, records and accounts related to this Agreement in accordance with GAAP and with federal requirements, including but not limited to, 23 CFR Part 42 and 2 CFR part 1201, as may be amended from time to time. All books, papers, records and accounts made in connection with this Agreement are open to inspection and shall be retained by both parties for a period of five (5) years after termination of this Agreement. All books, papers, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and appropriate records retention requirements as may be implemented by the State of Florida from time to time.

Notwithstanding the foregoing provisions, all books, papers, records and accounts made in connection with this Agreement or otherwise by the CRTPA and the CITY shall not be open to inspection or disclosure pursuant to this Agreement or otherwise when said books, papers, records and accounts are confidential or exempt from open and public records law pursuant to Federal or Florida law.

10.0 SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law. In turn, should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

11.0 CONSTITUTIONAL OR STATUTORY DUTIES AND RESPONSIBILITIES OF PARTIES.

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

12.0 AMENDMENT OF AGREEMENT.

The CRTPA and the CITY may, upon initiation of either party, amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. However, no amendment may alter the apportionment or jurisdictional boundaries of the CRTPA without approval by the Governor or as provided by law.

13.0 CONFIRMATION OF AGREEMENT.

The Agreement shall be reviewed annually by the CRTPA and the CITY to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

14.0 <u>NOTICES.</u>

All notices and other communications required hereunder shall be in writing and shall be delivered personally, by e-mail or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the fifth day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon actual receipt if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service. The addresses for delivery of such notices shall be as follows:

To:

Greg Slay Executive Director Capital Region Transportation Planning Agency Mailing Address: City Hall 300 S. Adams Street A-19 Tallahassee, FL 32301

With a copy to: CRTPA General Counsel Attn: Thornton Williams Mailing Address: Williams Law Group P. O. Box 10109 Tallahassee, FL 32302

Mayor John E. Dailey City Hall 300 S. Adams Street Tallahassee, Florida 32301

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With a copy to: Ms. Cassandra K. Jackson City Attorney Office of the City Attorney City Hall 300 S. Adams Street, Box A-5 Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

15.0 RULES OF CONSTRUCTION.

All words used herein in the singular form shall extend to and include the plural. All used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.0 EXECUTION OF AGREEMENT; COUNTERPARTS.

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The parties hereby further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

17.0 GOOD FAITH.

In order to facilitate the success of the Agreement, the MPO and the CITY shall enter into this Agreement in good faith and with mutual trust.

18.0 <u>AUTHORITY.</u>

Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms.

19.0 GOVERNING LAW; VENUE.

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

20.0 BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, subsidiaries, affiliates, joint venturers, officers, directors, and members of the parties hereto.

21.0 NON-WAIVER.

Failure by the CRTPA and the CITY to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the CRTPA and the CITY notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

22.0 INTERPRETATIONS; HEADINGS.

All parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the parties' dispute. All parties hereto acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

23.0 ENTIRE AGREEMENT.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement.

24.0 ENFORCEMENT; REMEDIES.

The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court.

25.0 ATTORNEYS FEES.

In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pretrial, trial, or appellate levels.

26.0 DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.

27.0 EFFECTIVE DATE.

This Agreement shall become effective upon the date of execution by the last of the parties hereto.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly

executed this ______ day of ______, 2021.

CITY OF TALLAHASSEE

CAPITAL REGION TRANSPORTATION PLANNING AGENCY

Jeremy Matlow (Jun 21, 2021 13:23 EDT) Jeremy Matlow, Chairman Capital Region Transportation Planning Agency

Mayor John E. Dailey City of Tallahassee

Attest:

Consis O, Contre B By:___

James O. Cooke, IV City Treasurer-Clerk Date: _____

Approved as to form:

By: Cassandu K. Jaure

Cassandra K. Jackson City Attorney





Legal Routing Memo

Date: 6/18/2021

To: City Attorney's Office

From: Cindy Dickinson Treasurer Clerk

Subject: Legal Review of

CONTRACT NO. 995367
AMENDMENT NO.
MEMORANDUM OF UNDERSTANDING OR AGREEMENT
OTHER

This document relates to Staff Services for CRTPA

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature:

Department Signature:

TO BE COMPLETED BY LEGAL

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1.140.00

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Legal review completed on: June 21, 2021

Legal review performed by: Kristen Coons McRae.

Approved for execution: XX□yes □no



525-010-01 POLICY PLANNING OGC- 03/13 Page 1 of 10

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this <u>21st day of June 2016</u> by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTYOF MARION; and the CITIES OF BELLEVIEW, DUNNELLON AND OCALA, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

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

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Ocala-Marion County Transportation Planning Organization, located at 121 SE Watula Avenue, Ocala, FL 34471, for the entirety Ocala Urbanized Area and the portions of the Lady Lake-The Villages and the Homosassa Springs-Beverly Hills-Citrus Springs Urbanized Area lying within the Ocala Metropolitan Statistical Area (MSA), herein after referred to as the Transportation Planning Organization or the TPO. Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on 28th day of May 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February 2014, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. <u>Recitals</u>. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

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525-010-01 POLICY PLANNING OGC- 03/13 Page 2 of 10

Section 1.02. <u>Definitions</u>. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

<u>Department</u> means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

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

<u>Metropolitan Planning Area</u> means and refers to the planning area determined by agreement between the TPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

<u>TPO</u> means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

<u>Transportation Improvement Program (TIP)</u> is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

<u>Unified Planning Work Program (UPWP)</u> is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. <u>General Purpose</u>. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337and 5339, 5340; and

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(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. <u>Major TPO Responsibilities</u>. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. <u>Coordination with the Department and Consistency with Comprehensive Plans</u>. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. <u>Establishment of TPO</u>. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the TPO.

Section 3.02. <u>TPO to operate pursuant to law</u>. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. <u>Governing board to act as policy-making body of TPO</u>. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. <u>Data, reports, records, and other documents</u>. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports,

records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. <u>Rights of review</u>. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the TPO shall consist of 12 voting members and 1 non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members

Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
Total	12 seats

Non-voting advisor

FDOT District V Secretary (or designee)

- (b) All voting representatives shall be elected officials of general purpose local governments, one of whom may represent a group of general-purpose local governments through an entity created by the TPO for that purpose. The TPO may include, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, a city, or authority shall first be selected by said governing board.
- (c) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. <u>Terms</u>. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. <u>General authority</u>. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

 (a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

- (b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or beguests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. <u>Duties and responsibilities</u>. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee:
- (c) As provided in Section 163.01(5)(o), F.S., the TPO shall be liable for any liabilities incurred by the TPO, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the TPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.
- (d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

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ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. <u>Funding</u>. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. <u>Inventory report</u>. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. <u>Record-keeping and document retention</u>. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 <u>Compliance with laws.</u> All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. <u>Constitutional or statutory duties and responsibilities of parties</u>. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. <u>Amendment of Interlocal Agreement</u>. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) <u>Duration</u>. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

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(b) <u>Withdrawal procedure</u>. Any party, except Marion County and the City of Ocala, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(I)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. <u>Notices</u>. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Chairman Marion County Board of County Commissioners 601 SE 25th Avenue Ocala, FL 34471

Mayor City of Dunnellon 20750 River Drive Dunnellon, FL 34431 Mayor City of Belleview 5343 SE Abshier Blvd Belleview, FL 34420

Council President City of Ocala 110 SE Watula Avenue Ocala, FL 34471

District Secretary FDOT District V 719 South Woodland Blvd Deland, FL 32720

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

Section 7.05. Interpretation.

- (a) <u>Drafters of the Interlocal Agreement</u>. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) <u>Severability</u>. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

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- (c) <u>Rules of construction</u>. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. <u>Enforcement by parties hereto</u>. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. <u>Interlocal Agreement execution; Use of counterpart signature pages</u>. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) <u>Effective date</u>. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) <u>Recordation</u>. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Marion County Board of County Commissioners

Kathy Bryant, Chairperson Marion County Commission

Attest: David R. Ellspermann Marion County Clerk of the Circuit Court

Guy Minter, Attorney Marion County

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City of Dunnellon

Nathan Whitt, Mayor City of Dunnellon

Attest: Dawn M. Bowne

Andrèw J. Hand, Attorney 13-16. City of Dunnellon

City Clerk, City of Dunnellon

City of Belleview

Christine Dobkowski, Mayor City of Belleview

Attest: Sandi McKarney

City Clerk, City of Belleview

CITY OF OCALA

ames P. Hitty, Sr., Preside Ocala City Council

Attest: Angel B. Jacobs City Clerk, City of Ocale

Pat Gilligan, Attorney City of Ocala

Frederick E. Landt, Attorney

City of Belleview



ACCEPTED BY CITY COUNCIL OFFICE OF THE CITY CLERK

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FLORIDA DEPARTMENT OF TRANSPORTATION

Ma

Noranne Downs, Secretary Florida Department of Transportation District V

Daniel McDermott, Attorney Florida Department of Transportation District V

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT is made and entered into this 21 day of 2020 between the Ocala/Marion County Transportation Planning Organization, created and operating pursuant to Section 339.175, Florida Statutes (hereinafter called the "TPO"), and the Marion County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the "COUNTY").

WITNESSETH:

WHEREAS, 23 U.S.C. 134 and Section 339.175, Florida Statutes provides for the designation of a metropolitan planning organization for each urbanized area of the state; and

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February 2014, approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, the TPO, pursuant to the power conferred upon it by Section 339.175(6)(g), Florida Statutes, and Section 5.00 of the Interlocal Agreement between Marion county, the City of Ocala, the City of Belleview, and the City of Dunnellon, and the Florida Department of Transportation, (FDOT), dated May 18, 2004, as amended, may enter into agreements with local agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPO is an independent governmental entity separate and distinct form the COUNTY; and

WHEREAS, the TPO is desirous of obtaining certain services from the COUNTY to assist with the TPO functions of managing the continuing, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligation of the TPO and the COUNTY in relation to the staffing of the TPO be defined and fixed by formal agreement.

NOW, THEREFORE, in consideration the mutual covenants, premises, and representations herein, the parties agree as follows:

- 1. <u>Purpose.</u> For the reasons recited in the preamble, which are hereby adopted as part thereof, this Staff Services agreement (Agreement) is to provide for professional services to carry out the term of the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated September 19, 2017 between the TPO and the FDOT and to provide personnel for the administration of the TPO.
- 2. Scope of Services. It is agreed by the COUNTY that it shall support the TPO with the staff necessary for professional, technical, administrative, and clerical services, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the TPO and to carry on the transportation planning and programming process specified by the Transportation Planning Joint Participation Agreement; provided, it is understood and agreed that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated in the TPO's federally approved two-year Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the TPO. The UPWP shall be prepared by the TPO support Staff in cooperation

with all related State and Federal agencies and TPO committees in accordance with the rules and regulations governing the TPO and shall be subject to the approval of the TPO Governing Board before submittal to State or Federal Agencies.

- 3. **Cost Allocation.** The TPO shall be responsible for all direct and indirect costs of services provided by the COUNTY. A Cost Allocation Plan will be maintained and updated to identify the costs to the TPO for the use of COUNTY facilities, resources and staff services during each fiscal year. A cost allocation rate will be monitored by the Budget Office of the Clerk of the Circuit Court to specifically reflect the TPO organizational needs and staff size, including occupation of office space at the Marion County Growth Services Building.
- <u>4</u>. <u>TPO Director</u>. The TPO Director shall be selected by the TPO Governing Board. Pursuant to Section 339.715(6)(g) Florida Statues, the TPO Director shall report directly to the TPO Governing Board for all matters relating to the administration and operation of the TPO. The County Administrator shall serve as a resource to assist the TPO Director in the execution of the TPO's operations and priorities. The TPO Director shall be responsible for the development of an appropriate organizational structure to carry out the responsibilities set forth in this Agreement, development of procedures to monitor and coordinate the planning process, as well as the overall administration of TPO programs. Addition of new personnel shall be responsible for the annual performance evaluation of the TPO Director using the standard COUNTY performance evaluation process.
- 5. TPO Personnel. The TPO Director shall be responsible for full oversight and supervision of TPO support staff. Subject to TPO Governing Board approval and within the existing COUNTY's Job Classifications Plan, the TPO Director responsibilities include adding or deleting staff or staff positions, adjusting responsibilities and salaries, and to recommend through the COUNTY HR department when to hire, terminate, discipline or suspend personnel in accordance with the rules and procedures established in the COUNTY's Employee Handbook. TPO support staff, as COUNTY employees, shall abide by the COUNTY's Employee Handbook. When the TPO Governing Board approves TPO personnel changes, all records shall be submitted to the COUNTY for documentation purposes only and no further action shall be necessary by the COUNTY.
 - 5.1 The TPO Director shall be responsible for submitting all the necessary information to establish job descriptions and pay grades within the COUNTY's Job Classification Plan for TPO positions. Each pay grade will define a minimum, mid-point and a maximum for the position. The TPO Director shall be responsible for coordinating with Marion County Human Resources to determine the salary for new hires up to 75% of the paygrade range in accordance with the rules and procedures established in the COUNTY's Employee Handbook.
- 7. <u>Legal Representation</u>. The TPO shall utilize the services of the COUNTY's attorney as needed. The TPO may employ special legal counsel for specific needs when it is deemed necessary.
- 9. Financial Administration
 - 9.1 The records and accounts of the TPO including receipts, expenditures and deposits shall be administered by the TPO support staff with final processing of such by the COUNTY. The COUNTY shall include TPO revenues and expenditures in the COUNTY budget, and will authorize the Marion County Clerk of the Circuit Court

without further action by the COUNTY to pay expenses from the appropriated funds subject to reimbursement, subject to meeting all appropriate State and Federal Regulations.

9.2 Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures for the same purposes. The TPO shall follow the County Procurement process for all contracts and bids. The TPO Director and TPO Governing Board shall review and approve all Requests for Proposals (RFP) and subsequent contracts. Subject to meeting all appropriate State and Federal Regulations, when the TPO Governing Board approves a contract or bid, all records shall be submitted to the COUNTY for documentation purposes only and no further action shall be necessary by the COUNTY.

10. <u>Asset Management.</u> All equipment and supplies purchased by the TPO with federal funding are the property of the TPO. The TPO will maintain a property inventory per federal regulations [C.F.R.200.313(d)], and update at least once every two years. Any disposition of TPO property with assistance or support by the COUNTY must be approved by the TPO and in accordance with federal regulation outlined in 2 C.F.R.200.313(3).

11. <u>Training</u>. Pursuant to Section 339.715(6)(h) Florida Statues, the TPO shall provide training opportunities and training funds specifically for local elected officials and others who serve on the TPO Governing Board. These training opportunities may be conducted by the TPO or through statewide and federal training programs and initiative that are specifically designed to meet the needs of TPO Governing Board members.

12. <u>Travel.</u> All travel by TPO personnel and Governing Board members shall be approved by the TPO Director. All travel by the TPO Director shall be approved by the TPO Board. All travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statues. The TPO shall pay all Class "C" travel expenses, as defined in Section 112.061, in accordance with the policies established in the UPWP. The COUNTY shall have no function or responsibility with respect to the approval of travel of any TPO staff or Governing Board members.

12.1 Each year the TPO Governing Board shall follow the per diem rates outlined in the TPO Travel Policy as part of the annual UPWP process.

13. <u>Reimbursement to Marion County.</u> The TPO hereby agrees that it shall reimburse the COUNTY for all services rendered under this Agreement as specified in the UPWP budget and all approved budgets under Federal or State grant contracts. The determination of eligible costs shall be in accordance with 23 CFR Section 420, Federal Management Circular (FMC) 74-4, as appropriate.

14. Local Share. The COUNTY will provide cash for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

15. <u>Invoices and Progress Reports.</u> The TPO shall provide to the FDOT or appropriate Federal agencies progress reports and an invoice for reimbursement for all Federal grants with FHWA and FTA. The progress reports and invoices shall be in sufficient detail for audit purposes.

16. **<u>Payment</u>**. Payment to the COUNTY of any and all monies by the TPO is contingent upon the TPO first receiving the funds for the work tasks from the FDOT, FHWA, or FTA.

17. Information and Reports. The TPO will provide all required information and reports and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by FDOT, FHWA, or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. The TPO shall adhere to Chapter 119 Florida Statutes regarding public records. Where any information required of the TPO is in the exclusive possession of another who fails or refuses to furnish this information, the TPO shall certify to FDOT, FHWA, or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

18. Amendment of Agreement. The COUNTY and the TPO may, upon initiation of either party. amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party.

19. Effective Date and Term. This Agreement shall become effective on January 28, 2020 upon approval by the TPO and the Marion County Board of County Commission and remain in effect for a period of five years. At that time, the TPO shall review this Agreement to determine if any changes are warranted.

20. Termination. Either party may terminate this Agreement by providing written notice of intent to terminate to the other party at least ninety (90) days prior to the then current fiscal year; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. The effective date of any termination shall be the end of the then current fiscal year, unless both parties agree to an alternative date of termination.

ATTES1

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this 21 day of January, 2020.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

OCALA / MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION

By: TPO Gold.

O Director

ATTEST:

David R. Ellspermann, Marion County Clerk of the Circuit Court

Approved as to form and legality

Mathew G. Minter, County Attorney

NOTH CENTRAL FLORIDA

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REGIONAL PLANNING TERLOCAL AGREEMENT FOR CREATION OF THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT is made and entered into this ______ day of _______, 2004, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; ALACHUA COUNTY, FLORIDA; and the CITY OF GAINESVILLE, FLORIDA.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the metropolitan area to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of the Metropolitan Transportation Planning Organization to develop transportation plans and programs for metropolitan areas; and

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Transportation Planning Organization; and

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to the Metropolitan Transportation Planning Organization dated January 16, 2004, the Governor has agreed to the apportionment plan of the members of the proposed Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area as set forth in this Agreement; and

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the Metropolitan Transportation Planning Organization; and

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CLERK OF CIRCUIT COURT ALACHUA COUNTY,FLORIDA CLERK18 Receipt#206128

WHEREAS, the interlocal agreement is required to create the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and delineate the provisions for operation of the Metropolitan Transportation Planning Organization; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of, and is consistent with, Section 339.175(1)(b), Florida Statutes; and

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. <u>Recitals</u>. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. <u>Definitions</u>. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FAA means and refers to the Federal Aviation Administration.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the Metropolitan Transportation Planning Organization for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), 49 U.S.C. Section 5303(c)(1) and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Transportation Planning Organization's planning authority. The attached Map 1 shows the boundary of the

metropolitan area.

n 10

MTPO means and refers to the Métropolitan Transportation Planning Organization for the Gainesville Urbanized Area formed pursuant to this Agreement [this is the organization fulfilling the requirements of metropolitan planning organizations (MPOs) pursuant to federal and state law].

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by the Metropolitan Transportation Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program, developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. <u>General Purpose</u>. The purpose of this Agreement is to establish the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible, for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. <u>Major MTPO Responsibilities</u>. The MTPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;

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- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. <u>MTPO decisions coordinated with FDOT and consistent with</u> <u>comprehensive plans</u>. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MTPO plans and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MTPO and the Department in the management of a continuing, cooperative and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE 3 MTPO ORGANIZATION AND CREATION

Section 3.01. <u>Establishment of the MTPO</u>. The Metropolitan Planning Organization for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

Section 3.02. <u>MTPO to operate pursuant to law</u>. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty or responsibility hereunder, or to observe, assume or carry out any of the provisions of this Agreement, the MTPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. <u>Governing board to act as policy-making body of MTPO</u>. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MTPO responsible for cooperative decision-making of actions taken by the MTPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MTPO.

Section 3.04. <u>Submission of proceedings: Contracts and other documents</u>. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. <u>Rights of review</u>. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA and FAA) shall have the rights of technical review and comment of MTPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. <u>Composition and membership of governing board</u>: The membership of the MTPO shall consist of 12 voting representatives and three non-voting representatives.

(a) <u>Voting Members</u>: The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

- 1. The five (5) members of the Board of County Commissioners of Alachua County, Florida.
- 2. The Mayor and the remaining six (6) members of the City Commission of the City of Gainesville, Florida.

(b) <u>Nonvoting Members</u>: In addition to the voting members, the MTPO shall consist of one representative from the Florida Department of Transportation, one representative from the University of Florida and one rural advisor representative from the Alachua County League of Cities who have nonvoting status.

(c) In no event shall the county commission representatives constitute less than onethird of the total number of representatives on the MTPO.

Section 4.02. <u>Terms</u>. The membership of elected officials as voting members of the MTPO shall coincide with their respective elected terms.

Section 4.03. Voting Procedures. The concurring vote of a majority of the voting members present, including the concurring vote of at least a majority of those members present representing both the City Commission and at least a majority of those members present representing the County Commission, shall be necessary in order to adopt any measure to decide any question.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. <u>General authority</u>. The MTPO shall have all authorities, powers and duties, enjoy all rights, privileges and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. <u>Specific authority and powers</u>. The MTPO shall have the following powers and authority:

(a) As provided in Section 339.175(5)(g), Florida Statutes, the MTPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to use the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), Florida Statutes, the MTPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MTPO may acquire, own, operate, maintain, sell or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MTPO may accept funds, grants, assistance, gifts or bequests from local, State and Federal resources;

(e) The MTPO may promulgate rules to effectuate its powers, responsibilities and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(f) The MTPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. <u>Duties and responsibilities</u>. The MTPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), Florida Statutes, the MTPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(5)(e), Florida Statutes, the MTPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MTPO membership shall be jointly and severally liable for liabilities, and the MTPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MTPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MTPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, the MTPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(i) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(1) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Perform such other tasks presently or hereafter required by state or federal law;

(n) Execute certifications and agreements necessary to comply with state or federal law; and

(o) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. <u>Funding</u>. The Department shall allocate to the MTPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. <u>Inventory report</u>. The MTPO agrees to inventory, to maintain records of and to insure proper use, control and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. <u>Record-keeping and document retention</u>. The Department and the MTPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42 and Chapter 119, Florida Statutes.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. <u>Constitutional or statutory duties and responsibilities of parties</u>. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. <u>Amendment of Agreement</u>. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the <u>membership</u> apportionment <u>plan</u> or jurisdictional boundaries of the MTPO without approval by the Governor.

Section 7.03. <u>Duration</u>. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than ten years after the effective date of this Interlocal Agreement, and at least every ten years thereafter, the Governor shall examine the composition of the MTPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MTPO apportionment every ten years by the Governor, this Agreement shall be reviewed by the MTPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

Section 7.04. <u>Notices</u>. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450

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Alachua County Board of County Commissioners P.O: Box 2877 Gainesville, FL 32602

City of Gainesville Commission P.O. Box 490 Gainesville, FL 32602

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

Section 7.05. Interpretation.

(a) <u>Drafters of Agreement</u>. The Department and the members of the MTPO were each represented by, or afforded the opportunity for representation by, legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) <u>Severability</u>. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) <u>Rules of construction</u>. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- 1. The singular of any word or term includes the plural;
- 2. The masculine gender includes the feminine gender; and
- 3. The word "shall" is mandatory, and "may" is permissive.

Section 7.06. <u>Enforcement by parties hereto</u>. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 7.07. <u>Agreement execution</u>; <u>Use of counterpart signature pages</u>. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) <u>Effective date</u>. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Alachua County. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court of Alachua County.

(b) <u>Recordation</u>. The MTPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Clerk of the Circuit Court of Alachua County. The recorded or filed original hereof, or any amendment, shall be returned to the MTPO for filing in its records.

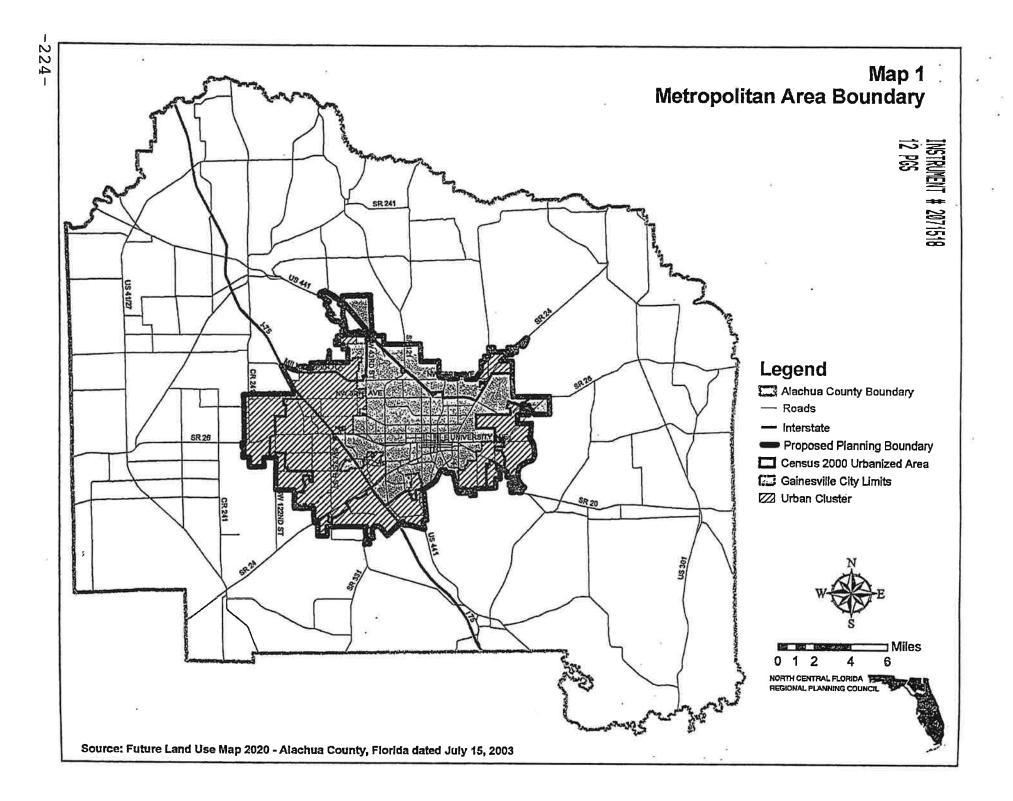
Section 7.09. Supersedes Prior Agreement. This interlocal agreement supersedes and replaces the prior interlocal agreement between the parties hereto, executed December 12, 1979.

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IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MTPO.

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA ATTEST: By: Chairman APPROVED AS TO FORM LEGALITY: "thurses" David Wagner, County Attorney CITY COMMISSION GAINESVILLE, FLORIDA By: Mayo APPROVED AS TO FORM LEGALITY: Marion Attorney JUL 13 2004 ANTEL A FLORIDA DEPARTMENT OF TRANSPORTATION Bv: Davis C:\Public\MS04\MTPO\Agreement3.wpd Kenneth District General Counsel



AGREEMENT FOR PROFESSIONAL STAFF SERVICES BY AND BETWEEN THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AND THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

THIS AGREEMENT is entered into this <u>28th</u> day of October 2021, by and between the North Central Florida Regional Planning Council (hereinafter referred to as the Council) and the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, (hereinafter referred to as the Metropolitan Transportation Planning Organization).

WITNESSETH:

WHEREAS, Rules of the Federal Highway Administration, Title 23 Code of Federal Regulations Part 450, and the Federal Transit Administration, Title 49 Code of Federal Regulations Part 613, and Section 339.175, Florida Statutes provide for the designation of a metropolitan planning organization for each urbanized area within each state, by the Governor of each state;

WHEREAS, the Governor of Florida has designated the Metropolitan Transportation Planning Organization as the metropolitan planning organization for the Gainesville Urbanized Area;

WHEREAS, the Council, which is organized and existing under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the Council has in the past, provided the primary staff and technical support for the transportation planning process in the Gainesville Urbanized Area, and presently maintains professional staff to perform such administrative and technical support;

WHEREAS, the Federal Government, under authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5305, requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning and programming process to assure that bicycle, highway, transit, pedestrian, rail, water, air and other transportation facilities will be properly located and developed in relation to the urbanized area's overall plan of development.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation herein set forth, the parties do hereby agree, as follows:

I. <u>PURPOSE</u>

The purpose of this Agreement is to set forth the responsibilities of the Council and the Metropolitan Transportation Planning Organization in performing the professional staff planning functions relative to the transportation planning process for the Gainesville Urbanized Area, and to describe the cooperative procedures under which planning and programming will be carried out.

II. <u>THE PROJECT</u>

The project is defined as the continuing, cooperative and comprehensive transportation planning process for the Gainesville Urbanized Area including the programming of transportation modifications for such area.

III. TECHNICAL RESPONSIBILITIES

- A. The Council, as staff for the Metropolitan Transportation Planning Organization, shall provide professional, technical and administrative assistance in the development of transportation plans and programs which shall include, but not be limited to the following:
 - 1. A Unified Work Program as required by Title 23 Code of Federal Regulations Section 450.308 (b) and (c);
 - 2. A Transportation Plan addressing no less than a 20-year planning horizon, as required by Title 23 Code of Federal Regulations Section 450.322;
 - 3. An annually updated Transportation Improvement Program as required by Title 23 Code of Federal Regulations Section 450.324; and
 - 4. An annually updated List of Priority Projects as required by Section 339.175(8)(a), Florida Statutes.
- B. The Council shall submit all plans and programs developed under Section III. A. above, to appropriate agencies as directed by the Metropolitan Transportation Planning Organization in order that said plans and programs will be properly adopted and approved.
- C. The Council will maintain files of all plans and programs developed under Section III. A. above.
- D. The Council shall be responsible for providing staff support and coordination for the Technical Advisory Committee and submit plans and programs developed in Section III.
 A. to said Technical Advisory Committee as directed by the Metropolitan Transportation Planning Organization.
- E. The Council shall be responsible for developing and using a documented participation plan as approved by the Metropolitan Transportation Planning Organization that defines a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

IV. ADMINISTRATIVE RESPONSIBILITIES

- A. Pursuant to Section 339.175 (6) (g), Florida Statutes, the Executive Director of the Council shall serve as the Executive Director of the Metropolitan Transportation Planning Organization. The Executive Director of the Council, serving as the Executive Director of the Metropolitan Transportation Planning Organization, shall report directly to the Metropolitan Transportation Planning Organization governing board for all matters regarding the administration and operation of the Metropolitan Transportation Planning Organization.
- B. The Council shall maintain all files for the Metropolitan Transportation Planning Organization and committees, subcommittees and ad-hoc committees created by the Metropolitan Transportation Planning Organization. These files may include the following:
 - 1. All correspondence;
 - 2. All contracts;
 - 3. All meeting minutes;
 - 4. Membership roster and mailing addresses;
 - 5. Metropolitan Transportation Planning Organization bylaws; and
 - 6. All accounting/bookkeeping records.
- C. The Council shall be responsible for arranging all meetings of the Metropolitan Transportation Planning Organization and its related committees to include the following:
 - 1. Preparation and mailing of all meeting notices and agendas to all appropriate persons;
 - 2. Recording the proceedings of all meetings of the Metropolitan Transportation Planning Organization and its related committees, preparing minutes and mailing such minutes out to Metropolitan Transportation Planning Organization members prior to succeeding meetings; and
 - 3. Mailing out all other information pertinent to the transportation planning process.
- D. The Council shall be responsible for performing, on behalf of the Metropolitan Transportation Planning Organization, the financial accounting, bookkeeping and grants management required by the Federal Highway Administration, Federal Transit Administration and Florida Department of Transportation to include the following:
 - 1. Preparation of planning grant applications;
 - 2. Planning grant administration;
 - 3. Financial cost control including bookkeeping, recording, timesheets, invoicing and payment of bills;
 - 4. All progress reporting required by Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation;
 - 5. Arranging required public hearings;
 - 6. Developing all required contracts and agreements subject to review as to legal form and sufficiency by the Metropolitan Transportation Planning Organization attorney; and

- 7. At the direction of the Metropolitan Transportation Planning Organization, obtain a year end audit of all Metropolitan Transportation Planning Organization funding by an independent auditor and present these audit findings to the Metropolitan Transportation Planning Organization.
- E. At the direction of the Metropolitan Transportation Planning Organization, the Council shall direct and cooperate with any consultants hired by the Metropolitan Transportation Planning Organization.
- F. The Council may subcontract work, as required with the approval of the Metropolitan Transportation Planning Organization.

V. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION RESPONSIBILITIES

- A. The Metropolitan Transportation Planning Organization shall annually provide the required funds to meet staffing costs of the Council as documented in the Unified Work Program referenced in Section III. A. of this Agreement.
- B. The Metropolitan Transportation Planning Organization shall be the recipient of funds authorized by Title 23 United States Code Section 104(f) and those planning funds authorized by Title 49 United States Code Section 5305.
- C. The Metropolitan Transportation Planning Organization agrees to utilize the professional staff of the Council, but it may also utilize City or County legal services with the consent of the governing body involved.
- D. The Metropolitan Transportation Planning Organization agrees that the Executive Director of the Council shall be the spokesperson for the Council professional staff and shall have complete control over the hiring/terminating of said Council professional staff.
- E. The Metropolitan Transportation Planning Organization agrees that the Executive Director of the Council shall annually prepare the Metropolitan Transportation Planning Organization budget for the fiscal year ending September 30 and shall submit such budget to the Metropolitan Transportation Planning Organization for review and approval.

VI. <u>METHOD OF PAYMENT</u>

The Council may submit invoices to the Metropolitan Transportation Planning Organization for work completed on a monthly basis. Subject to receipt of an invoice from the Council, the Metropolitan Transportation Planning Organization will pay the Council within thirty (30) days of receiving such invoice from the Council; provided however, payment for services funded with either Federal Highway Administration, Federal Transit Administration or Florida Department of Transportation funds shall be contingent upon the Metropolitan Transportation Planning Organization receiving such funds. Furthermore, the Metropolitan Transportation Planning Organization will pay the Council within thirty (30) days of receipt of such funds by the Metropolitan Transportation Planning Organization.

VII. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VIII. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the Metropolitan Transportation Planning Organization or the Council. Amendments shall be formally approved by the Metropolitan Transportation Planning Organization and the Council in written form and shall be incorporated as part of this Agreement.

IX. STANDARD PROVISIONS

A. <u>Subcontracting</u>

The Council shall perform or shall subcontract the work to be performed hereunder which is budgeted as the Metropolitan Transportation Planning Organization's direct responsibility and funded by the Federal Highway Administration, the Federal Transit Administration and the Florida Department of Transportation.

B. Supplemental Agreements

It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. <u>Third Party Contracts</u>

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration, the Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

- D. Default and Termination or Suspension
 - 1. <u>Termination or Suspension Generally.</u> If the Council abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution or timely completion of the Project by the Council is rendered improbable, infeasible, impossible or illegal, the Metropolitan Transportation Planning Organization may, by written notice to the Council, suspend any or all of its obligations under this Agreement until such time as the

event or condition resulting in such suspension has ceased or been corrected, or the Metropolitan Transportation Planning Organization may terminate any or all of its obligations under this Agreement.

2. <u>Action Subsequent to Notice of Termination or Suspension</u>. Upon receipt of any final termination notice under this Section, the Council shall proceed promptly to carry out the actions required therein which may include any or all of the following:

(1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; and

(2) furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings, the cost of which are otherwise includable as Project costs.

The closing out shall be carried out in conformity with the latest schedule, plan and budget as approved by the Metropolitan Transportation Planning Organization or upon the basis of terms and conditions imposed by the Metropolitan Transportation Planning Organization upon the failure of the Council to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the Council or the closing of Federal financial participation in the Project shall not constitute a waiver of any claim which the Metropolitan Transportation Planning Organization may otherwise have arising out of this Agreement.

E. Audit and Inspection of Records

- 1. The Council shall maintain records and supporting documents as prescribed in federal and state requirements, including but not limited to Title 23 Code of Federal Regulations Part 420, Title 49 Code of Federal Regulations Part 18, and Chapter 119, Florida Statutes.
- 2. All records pertinent to this Agreement shall be retained by the Council for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- 3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
- 4. The Council shall allow access to its records at reasonable times to the Metropolitan Transportation Planning Organization, its employees and agents, to Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to

mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Metropolitan Transportation Planning Organization, the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation.

F. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of Transportation and the Federal Highway Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

G. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the 2 Code of Federal Regulations Part 200 Subpart E Cost Principles, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the Metropolitan Transportation Planning Organization or Council which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds shall contain the credit "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

H. Nondiscrimination

- 1. <u>Compliance with Regulations.</u> The Council shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2. <u>Nondiscrimination</u>. The Council, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Council will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

- 3. <u>Solicitations for Subcontractors, Including Procurements of Materials and Equipment.</u> In all solicitations made by competitive bidding or negotiation made by the Council for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Council of obligations under this Agreement and the Regulations relative to nondiscrimination of the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.
- 4. <u>Information and Reports.</u> The Council will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the Florida Department of Transportation, Federal Transit Administration or Federal Transit Administration or Federal Transit Administration or head to obtain the information.
- 5. <u>Sanctions of Noncompliance</u>. In the event of the Council's noncompliance with the nondiscrimination provisions of this Agreement, the Metropolitan Transportation Planning Organization shall impose such sanctions as it may determine to be appropriate, including, but not limited to, withholding of payments to the Council under this Agreement until the Council complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 6. Incorporation of Provisions. The Council will include the provisions of Paragraphs 1. through 4. in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The Council will take such action with respect to any subcontractor or procurement as the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however that, in the event the Council becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Council may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.
- I. <u>Training</u>

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds for training of employees of the Council shall be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

J. <u>Prohibited Interests</u>

The Council shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Council or of the locality during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

This provision shall not be applicable to any agreement between the Council and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

X. AGREEMENT SUBJECT TO JOINT PARTICIPATION AGREEMENT

This Agreement is subject to the provisions contained in the Joint Participation Agreement between the Metropolitan Transportation Planning Organization and the Florida Department of Transportation, dated June 17, 2020.

XI. <u>LIABILITY</u>

The Council hereby agrees to hold harmless the Metropolitan Transportation Planning Organization, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the Council, its subcontractors or agents, if any, that is related to the Council's performance under this Agreement.

XII. ASSIGNABILITY

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Metropolitan Transportation Planning Organization.

XIII. <u>REPRESENTATIVES FOR THE PARTIES</u>

In all matters relating to the performance of this Agreement, the Chair of the Metropolitan Transportation Planning Organization shall represent and act for the Metropolitan Transportation Planning Organization and the Executive Director of the Council shall represent and act for the Council.

XIV. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Alachua County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Alachua County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XV. COMPLETE CONTRACT

This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

XVI. PREVIOUS AGREEMENT SUPERSEDED

Upon execution by both parties, this Agreement shall supersede the North Central Florida Regional Planning Council Contract for Professional Staff Services between the Metropolitan Transportation Planning Organization and the Council dated October 27, 2016.

XVII. <u>EFFECTIVE DATE</u>

This Agreement is effective on the 1st day of November 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

SEAL

Scott R. Koons Executive Director

ATTES Mary Alford

Secretary-Treasurer

APPROVED AS TO FORM

for

Sylvia Torres Metropolitan Transportation Planning Organization Attorney

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NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Thomas Demps Chair

METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA

Clark &

Charles S. Chestnut IV Chair

Jonathan F. Wershow Council Attorney

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Gainesville MTPO TMA Designation & Operational Considerations for TMA Certification

Introduction

Every 10 years, the US Decennial Census confirms existing urbanized areas (UZA) and identifies new urbanized areas, triggering updates for Metropolitan Planning Organizations in order for them to remain in compliance with <u>23 USC 134 Metropolitan Transportation Planning</u>. Based on the 2020 Decennial Census, the Gainesville urbanized area population on April 1, 2020, was at 213,748, and published in Federal Register Notice 88 FR 36637 (Federal Register :: Designation of Transportation Management Areas) by US DOT (FHWA and FTA) on June 5, 2023, designating the Gainesville UZA a Transportation Management Area (TMA) with a population over 200,000. Following the census, all existing Metropolitan Planning Organizations (MPO) across the nation are required to evaluate governing board representation, planning responsibilities, and changes to federal aid eligibility associated with updated urbanized Area) requires additional planning products and updates to process for compliance with <u>23 CFR Part 450</u> and must now receive certification from the Federal Highway Administration (FHWA) & the Federal Transit Administration (FTA) every four years.

Background

The Gainesville MTPO currently resides within the North Central Florida Regional Planning Council and has operated effectively with a staff of three for more than 30 years. The new responsibilities included with the TMA designation will require the MTPO Board to consider operational changes to continue operating as an effective MPO and to prepare for Federal TMA certification before June 5, 2027.

The following information provides a summary of research conducted on the size, structure, and operations of MPOs from the US DOT 2017 study, and offers a comparison of the Gainesville MTPO operations with five peer TMA MPOs in Florida with similar for Governing Board to consider with their transition. This White Paper addresses key issues related to MPO staffing and operations, planning activities, and governance considerations.

The US Department of Transportation, with assistance from the Center of Urban Transportation Research (CUTR) at the University of South Florida published a report in 2017 reporting the survey results for the staffing and operations from nearly 400 MPOs across the nation (MPO <u>Staffing and Organizational Structures - October 2017 (dot.gov</u>)) covering all aspects of MPOs staffing and operations. Florida has 27 MPOs, all of which operate differently, but following the same statewide guidance from the <u>MPO Program Management Handbook</u>.

2

MPO Staff & Operations

Federal law does not identify or recommend a staff size or structure to operate an MPO, the only requirement is for an Executive or Staff director to oversee the Federal Metropolitan Transportation Planning Process for the MPO governing board (<u>23 USC 134 - Metropolitan</u> transportation planning (govregs.com).

Staffing

The staff size and UPWP budget for the peer MPOs are identified in **Table 1** for Fiscal Year 2022 / 2023, with MPOs (including the Gainesville MTPO) utilizing consultant services to complete the MPO activities.

	Polk TPO	River 2 Sea TPO	Lee MPO	Capital Region TPO	Port St. Lucie TPO	Average	Gainesville MTPO
Population	531,166	612,838	599,252	252,934	437,745	486,785	213,748
Total Staff	6	5	4	5	5	5	3
UPWP Total Funding	\$1,500,000	\$1,800,000	\$1,200,000	\$2,200,000	\$2,000,000	\$1,740,000	\$1,000,000
UPWP Consultant Total	\$490,000	\$735,000	\$600,000	\$1,250,000	\$1,200,000	\$850,000	\$830,000
Percentage (%) Budget for Consultants	33%	41%	50%	57%	60%	48%	83%

Table 1. Florida Peer MPOs - Staff Size and MPO Structure

According to the 2017 national survey, MPOs over 200,000 reaching TMA status have an average of 7 staff (**Table 2**) to accomplish the Metropolitan Transportation Planning Process. The staff size and the staff specialization have a direct relationship to consulting activities the MPO may need to complete in their UPWP.

Table 2. Florida MPO Staff Statistics

Population in Planning Area	Full-Time Employees (Mean)	Total Employees (Mean)	Total Employees (Median)	Maximum Total Employees	Minimum Total Employees
Less than 100,000	1.9	3.4	3	8	1
100,000 to less than 200,000	4.1	5.5	5	20	1
200,000 to less than 500,000	7.3	9.8	8	46	3
500,000 to less than 1 million	11.3	13.4	12.5	28	4
1 million or more	31.7	36.4	25.5	105	9
All MPOs	8.4	10.5	3	105	1

The Gainesville MTPO has the smallest staff size for an MPO, over 200,000. They currently use consultant support for staff augmentation to complete core products and fulfill specialized services (travel demand modeling, GIS, etc.).

Planning Activities

Collaboration and Coordination

To maintain the cooperative, coordinated, and comprehensive approach to Federal Transportation Planning, MPOs are responsible for the collaboration of transportation planning within the Metropolitan Planning Area (MPA). The collaboration activities from other MPOs are summarized in **Table 3**. The Gainesville MTPO should expect an increase in the collaboration with regional transportation agencies, local government partners, and a lot more public engagement activities for the planning and programming of TMA funds dedicated to the Gainesville MTPO.

Table 3. MPO Collaboration Type Involvement

Collaboration Type	Number	Percent with this Collaboration Type
Met with leadership on a regular basis	145	69.0%
Performed other joint planning tasks or projects	133	63.3%
Signed a memorandum of understanding or an inter-local agreement	120	57.1%
Jointly purchased data, software, hardware, or technical services	68	32.4%
Conducted joint air quality planning activities	63	30.0%
Conducted Joint public involvement activities	57	27.1%
Developed a regional transportation plan	41	19.5%
Conducted Planning and Environmental Linkages Activities	36	17.1%
Developed a joint Metropolitan Transportation Plan/Long Range Transportation Plan	24	11.4%
Developed a joint Congestion Management Process (CMP)	19	9.0%
Other	37	17.6%

Planning Studies and Specialization

The Infrastructure Investment and Jobs Act (IIJA) included several emphasis areas for MPOs to include in the transportation planning activities, such as Complete Streets, Climate Change, Equity, and Sustainability for special studies. Larger MPOs and TMA MPOs typically employ more staff and specialized staff to provide Special Project studies unique to the region's specific transportation needs. As an example, the St. Lucie TPO is supporting their Urbanized Area with an Advanced Air Mobility (AAM) Airspace Feasibility and Planning Study and an Intermodal Station Feasibility Study (<u>StLucieTPOFY2022-23 FY2023-24UPWPFINAL.pdf</u>) supporting the Federal Planning Factor to integration and connectivity of the transportation system, across and between modes. **Table 4** summarizes the staff specializations supporting MPOs across the nation.

Specialization	Percent of MPOs with this Specialty on Staff	Median Staff Size of MPOs with this Specialization
GIS	43,2%	10
Bicycle and Pedestrian	35.0%	10
Transit	34.6%	8
Travel Demand Modeling	25.7%	14
Public Involvement	24.5%	11
Operations and Management	23.3%	7.5
Intergovernmental Relations	19.5%	12
Safety	16.7%	13
Freight	12.8%	20
Transportation Disadvantaged	10.9%	13
Air Quality	9.7%	15.5
Socio-Cultural Impacts	5.1%	22.5
Other	6.6%	9

Table 4. Staff Specializations

Governance and Structure Considerations

Frequency of Governing Board Meetings

Federal law is also absent on the frequency a MPO Governing Board should convene during a calendar year. Identified and established within the bylaws, the MPO Governing Board needs to meet frequently enough to maintain the Federal Transportation Planning Process with programming Federal funds. The Transportation Improvement Program (TIP) is one of the more frequently maintained core documents, requiring amendments for consistency and project delivery. The Florida peer MPOs meet between 6 and 10 times a year, with an average of over 9 amendments to the TIP over that period. A majority of the MPOs across the nation meet monthly (10 - 11 times a year with December and/or July recess), to achieve the planning and programming responsibilities of a TMA.

Table 5. Florida Peer MPOs - Board Meeting Frequency

	Polk TPO	River 2 Sea TPO	Lee MPO	Capital Region TPO	Port St. Lucie TPO	Average	Gainesville MTPO
Population	531,166	612,838	599,252	252,934	437,745	486,785	213,748
Governing Board Meetings	6	10	8	7	8	7.8	6
TIP Amendments	13	10	8	8	8	9.4	-

Table 6. National MPO – Board Meeting Frequency

2010	2016

4

Frequency of Meeting	Number	Percent	Number	Percent
Monthly	72	54.1%	134	48.6%
Bimonthly	22	16.5%	40	14.5%
Quarterly	23	17.3%	59	21.4%
Bi-Annually	5	3.8%	3	1.1%
Other	11	8.3%	40	14.5%

The MTPO Governing Board meets bi-monthly or six times a year, where the other peer MPOs in Florida meet more frequently for the planning and programming of Federal TMA funding dedicated to the MTPO.

MPO Structure

Following the Census and Census Designation of TMA areas, MPOs often explore changes in their organizational structure, including their hosting arrangements. There are several types of structure arrangements for MPOs across the nation, from an all-in-one agency like the Gainesville MTPO currently has with the North Central Florida Regional Council to a fully independent free standing MPO like the peer MPOs in Florida. Table 7 summarizes the host status of MPOs across the nation, with a majority hosted by Regional Planning and/or Municipal Government.

Table 7. Florida MPO Host Statuses

	Host Agency Type	Number	Percent of all Hosted MPOs	Percent of all MPOs
1 5 50	Regional Council	73	38.6%	26.2%
	County Government	33	17.5%	11.8%
9	Municipal Government	67	35.4%	24.0%
2016	State DOT	2	1.1%	0.7%
	An independent authority	4	2.1%	1.4%
	Other	10	5.3%	3.6%
	Regional Council	34	37.4%	25.6%
	County Government	27	29.6%	20.3%
0	Municipal Government	26	28.5%	19.5%
2010	Modal Authority	2	2.2%	1.5%
	State DOT	1	1.1%	0.8%
	University	1	1.1%	0.8%

Other Considerations

6

Other considerations with a change in organizational structure:

- Board Meeting location and access the meeting location should be convenient and accessible to the public and the transportation disadvantaged including public transportation access.
- Executive / Staff Director The Governing Board will have to revise by-laws depending on if the host agency or the Governing Board is responsible for the oversight, hiring and firing of the Executive Director
- MPO Staff a host agency can provide the staff support to fulfill the Metropolitan Transportation Planning Process, however human resource and retirement challenges should be considered with a staff transition between from one government agency to another.

Key Issue – MTPO Website

The Gainesville MTPO website should be updated to address accessibility and provide consistency with the US General Service Administration (<u>Build websites and digital services</u>] <u>GSA</u>), Federal Regulations (<u>eCFR :: 23 CFR 450.316 -- Interested parties, participation, and consultation</u>, and Florida Sunshine Law (<u>sunshinemanual.pdf (myfloridalegal.com</u>)).

Conclusion

The 2020 Census reported the Gainesville MTPO urbanized area as a Transportation Management Area with a population over 200,000, and that comes with additional responsibilities for delivering the Metropolitan Transportation Planning Process. The Federal TMA Certification for the Gainesville MTPO is anticipated for 2027. The certification is a three-step process over several months and includes a desk review, site visit and certification report. Having the MTPOs activities and core products easily accessible for the desk top review will streamline the entire review process.

In preparation for the certification process, The Gainesville MTPO should evaluate the following key issues:

- Staffing levels required of a TMA-level MPO
- Frequency of Board meetings
- Focus of planning studies including opportunities to partner with other planning agencies
- Organizational structure including hosting agency of the MTPO
- Update MTPO website to meet accessibility requirements

The Gainesville MTPO is encouraged to continue working closely with District 2 FDOT Staff on development of the FY24/25 & FY25/26 UPWP to coordinate on the new funding, eligibility, and schedules to maintain a cooperative, continuous, and coordinated transportation planning process.



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May 24, 2024

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area TO: Scott R. Koons AICP, Executive Director FROM: NW 83rd Street Resurfacing Status SUBJECT:

FOR INFORMATION ONLY

At its May 13, 2024 meeting, a member discussed an email from Liam McClay, Santa Fe College Vice President of Public and Government Affairs, concerning the pavement conditions on NW 83rd Street between NW 23rd Avenue and NW 30th Avenue. Since then, Alachua County staff has provided additional information concerning the scheduling of resurfacing for this roadway (see Exhibit 1).

Attachment

t:/scott/sk24/mtpo/memo/nw_83_street_status_mtpo_jun03_alco_email.pdf.docx

Mike Escalante

From: Sent: To: Cc: Subject: Alison Moss [amoss@alachuacounty.us] Tuesday, May 14, 2024 5:29 PM Mike Escalante; Scott Koons Jeffrey L. Hays; Ramon D. Gavarrete Follow-up for MTPO Board (re: NW 83rd St)

Hi Mike & Scott,

Could you please share the following with the MTPO Board?

.....

**** CLARIFICATION REGARDING NW 83RD ST REPAVEMENT SCHEDULE ****

NW 83rd St is scheduled for Major Pavement Rehabilitation in 2028 NW 83rd St is scheduled for Pavement Rejuvenation in 2029

A web-map of all Alachua County CIP projects can be found here: https://www.arcgis.com/apps/dashboards/cf42b3d6284a422ca0e64b461cad1991

Please note that you may need to use the toggle button where multiple improvements are provided for a single corridor:



Basic descriptions of the work to be done are included on the side panel of the web-map and are also provided here:

- **Pavement Rejuvenation** involves spraying a clear liquid sealant on the street which penetrates, rejuvenates, and seals the asphalt surface and binder by replenishing the lost oils and resins to the pavement, restoring its original desirable properties while improving the aggregate/asphalt bond. Thus, extends pavement life, improves safety, and thrives to meet motorist expectations.
- **Pavement Preservation** includes work that is planned and performed to improve or sustain the condition of the transportation facility in a state of good repair. Preservation activities generally do not add capacity or structural value but do restore the transportation facility's overall condition. Thus, extends pavement life, improves safety, and thrives to meet motorist expectations. For asphalt pavements these include asphalt treatment techniques such as crack sealing and joint resealing, fog seals, chip seals, slurry seals, fog seals, and microsurfacing.
- Minor Pavement Rehabilitation includes milling up to 1 ½ inches of the current asphalt surface and replacing with similar thickness with asphalt pavement. The thickness of milling depends on the existing asphalt conditions.
- **Major Pavement Rehabilitation** includes milling more than 1 ½ inches of the current asphalt surface and replacing with similar thickness with asphalt pavement. For Alachua County, Major Pavement

Rehabilitation will most likely be between 1 $\frac{1}{2}$ to 3 $\frac{1}{2}$ inches; depending on the existing asphalt conditions.

** Lastly, Mr. Gavarrete (Public Works Director, Alachua County) will present to the MTPO Board at its August meeting. **

Thank you,





PLEASE NOTE: Florida has a very broad public records law (F.S.119). All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

SCHEDULED 2024 MTPO AND COMMITTEE MEETING DATES AND TIMES							
	PLEASE NOTE: All of the dates and times shown in this table are subject to being changed during the year.						
MTPO MEETING MONTH	TAC [At 2:00 p.m.] CAC [At 7:00 p.m.]	B/PAB [At 7:00 p.m.]	MTPO MEETING				
FEBRUARY	CANCELLED	January 18	CANCELLED				
APRIL	March 13 CAC CANCELLED	March 14	April 1 at 3:00 p.m.				
ΜΑΥ	May 1	-	May 13 at 3:00 p.m.				
JUNE	May 22	May 16	June 3 at 5:00 p.m.				
AUGUST	July 17	July 18	August 5 at 3:00 p.m.				
OCTOBER	September 18	September 19	October 7 at 3:00 p.m.				
DECEMBER	November 13	November 14	December 2 at 5:00 p.m.*				

Note, unless otherwise scheduled:

- 1. Technical Advisory Committee meetings are conducted in the Room 5264 Regional Transit System Administration Building, 34 SE 13th Road, Gainesville, Florida;
- 2. Citizens Advisory Committee meetings are conducted in the Grace Knight Conference Room of the Alachua County Administration Building, 12 SE 1st Street, Gainesville, Florida; and
- 3. Metropolitan Transportation Planning Organization meetings are conducted at the Jack Durrance Auditorium of the Alachua County Administration Building, 12 SE 1st Street, Gainesville, Florida unless noted.

MTPO means Metropolitan Transportation Planning Organization

TAC means Technical Advisory Committee

CAC means Citizens Advisory Committee

B/PAB means Bicycle/Pedestrian Advisory Board

NCFRPC means North Central Florida Regional Planning Council

TMC means City of Gainesville Traffic Management Center

*December 4, 2023 meeting will commence at 5:00 p.m. at the earliest following conclusion of the Joint Alachua County-City of Gainesville Meeting.



Use the QR Reader App on your smart phone to visit our website!

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

2009 NW 67th Place, Gainesville, FL 32653

www.ncfrpc.org/mtpo