

FINAL



UNIFIED PLANNING WORK PROGRAM FY 22/23 – FY 23/24

MARTIN METROPOLITAN PLANNING ORGANIZATION UNIFIED PLANNING WORK PROGRAM (UPWP) FY 22/23 – FY 23/24

MARTIN METROPOLITAN PLANNING ORGANIZATION

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MARTIN METROPOLITAN PLANNING ORGANIZATION

FY 22/23 – FY 23/24

UNIFIED PLANNING WORK PROGRAM

JULY 1, 2022 THROUGH JUNE 30, 2024

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Cost Analysis Certification

Martin MPO

Unified Planning Work Program - FY 23/24

Modified 12/11/2023

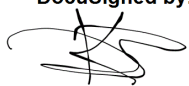
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I hereby certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary, as required by [Section 216.3475, F.S.](#) Documentation is on file evidencing the methodology used and the conclusions reached.

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12/11/2023

Signature

MPO ACRONYMS* - (*Note: not all acronyms listed here are referred to in this document)

AADT	Annual Average Daily Traffic
AAR.....	Administrative Approval Request
AARP.....	American Association of Retired Persons
AASHTO	American Association of State Highway & Transportation Officials
AADT	Annual Average Daily Traffic
ACES	Automated/Connected/Electric/Shared-use
ADA	Americans with Disabilities Act
AOR	Annual Operating Report
ARC.....	Advocates for the Rights of Challenged
BDB.....	Business Development Board
BEBR.....	Bureau of Economic and Business Research
BOCC	Board of County Commissioners
BPAC.....	Bicycle and Pedestrian Advisory Committee
BPSAP	Bicycle and Pedestrian Safety Action Plan
CAC.....	Citizens Advisory Committee
CDC.....	Center for Disease Control
CDP.....	Census-Designated Place
CEI	Construction Engineering and Inspection
CFP	Cost Feasible Plan
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CMS	Congestion Management System
CMP.....	Congestion Management Process
CPTHSTP	Coordinated Public Transit-Human Services Transportation Plan
CTC	Community Transportation Coordinator
CTD.....	Commission for the Transportation Disadvantaged
CTPP	Census Transportation Planning Program
CR	County Road
CRA.....	Community Redevelopment Area
CUTR.....	Center for Urban Transportation Research
DOPA	Designated Official Planning Agency
E+C	Existing +Committed
EJ	Environmental Justice
EO.....	Executive Order
EPA	Environmental Protection Agency
ETAT	Environmental Technical Advisory Team
ETDM.....	Efficient Transportation Decision Making
FAA.....	Federal Aviation Administration
FAC	Florida Administrative Code
FAST Act	Fixing America's Surface Transportation
FCTS.....	Florida Coordinated Transportation System
FDOT.....	Florida Department of Transportation
FEC.....	Florida East Coast
FHWA	Federal Highway Administration
FPTA	Florida Public Transportation Association
FS.....	Florida Statutes

FSUTMS	Florida Standard Urban Transportation Model Structure
FTA	Federal Transit Administration
FTAC	Freight Transportation Advisory Committee
FTP.....	Florida Transportation Plan
FY.....	Fiscal Year
GIS	Geographical Information System
GIS-TM.....	Geographical Information System - Transportation Modeling
GOS	Goals, Objectives, and Strategies
GUI	Graphic User Interface
HOA	Homeowner's Association
HPMS.....	Highway Performance Monitoring System
ICWW	Intracoastal Waterway
ISTEA	Intermodal Surface Transportation Efficiency Act
ITS.....	Intelligent Transportation System
JPA.....	Joint Participation Agreement
LCB-TD.....	Local Coordinating Board for the Transportation Disadvantaged
LCI.....	Livable Communities Initiative
LEP.....	Limited English Proficiency
LGCP	Local Government Comprehensive Plan
LOGT.....	Local Option Gas Tax
LOPP	List of Project Priorities
LOS	Level of Service
LRTP.....	Long-Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21st Century Act
MARTY.....	Martin County Public Transit
MCTV.....	Martin County Television
MMUNP	Multimodal Unfunded Needs Plan
MOE	Measure of Effectiveness
MPA.....	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
MPOAC.....	MPO Advisory Council
MTP	Metropolitan Transportation Plan (same as LRTP)
NAAQS.....	National Ambient Air Quality Standards
NAC	Neighborhood Advisory Committee
NEPA.....	National Environmental Policy Act
NHTSA	National Highway Traffic Safety Administration
OA	Other Arterials
OMD	Office of Modal Development
PD&E	Project Development & Environmental (Study)
PE	Preliminary Engineering
PEA	Planning Emphasis Areas
PIP	Public Involvement Plan
POP.....	Program of Projects
PPP	Public Participation Plan
RFP	Request for Proposal
RFS	Request for Service
RLRTP	Regional Long Range Transportation Plan
RTTAC.....	Regional Transportation Technical Advisory Committee

SAFETEA-LU.. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
 SEE..... Sociocultural Effects Evaluation
 SEFTEC..... Southeast Florida Transportation Council
 SFRTA South Florida Regional Transportation Authority
 SFY..... State Fiscal Year
 SHSP Strategic Highway Safety Plan
 SIS..... Strategic Intermodal System
 SOV..... Single Occupancy Vehicle
 SR State Road
 STIP..... State Transportation Improvement Program
 STRA-21 Surface Transportation Reauthorization Act of 2021
 SUN Shared-Use Nonmotorized
 TAC..... Technical Advisory Committee
 TAP Transportation Alternatives Program
 TAZ Traffic Analysis Zone
 TCQSM Transit Capacity and Quality of Service Manual
 TCRPC..... Treasure Coast Regional Planning Council
 TCRPM..... Treasure Coast Regional Planning Model
 TCSP Transportation and Community and System Preservation (Grant)
 TCTAC..... Treasure Coast Technical Advisory Committee
 TCTC Treasure Coast Transportation Council
 TDM..... Transportation Demand Management
 TDP Transit Development Plan
 TD Transportation Disadvantaged
 TDSP Transportation Disadvantaged Service Plan
 TEA-21 Transportation Equity Act for the 21st Century
 TIMAS..... Transportation Inventory Management and Analysis
 TIP Transportation Improvement Program
 Title VI Title VI of the Civil Rights Act of 1964
 TMA..... Transportation Management Area
 TPA Transportation Planning Agency (same as MPO)
 TPO..... Transportation Planning Organization (same as MPO)
 TRIP Transportation Regional Incentive Program
 ULAM Urban Land use Allocation Model
 UPWP Unified Planning Work Program
 USC..... United States Code
 USDOT United States Department of Transportation
 UZA..... Urbanized Area

**MARTIN METROPOLITAN PLANNING ORGANIZATION
UNIFIED PLANNING WORK PROGRAM
FY22/23 – FY23/24
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SECTION I – INTRODUCTION

1.1 Definition, Purpose and Process of the Unified Planning Work Program (UPWP)

Unified Planning Work Program (UPWP) Definition – “a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds” 23 C.F.R. 450.104.

The Martin Metropolitan Planning Organization (MPO) works with local citizens and agencies to prioritize State and Federal transportation funding for the Martin MPO planning area. This UPWP defines the planning studies and tasks that will be undertaken by the MPO over the next two years, specifically from July 1, 2022 to June 30, 2024. This document outlines the Martin MPO transportation planning tasks and initiatives as well as on-going regional coordination efforts.

The objective of the UPWP is to ensure that the Martin MPO’s continuing, cooperative and comprehensive (3-C) approach to planning for transportation needs is maintained and coordinated with other parties as appropriate and required. This effort includes the monitoring and evaluation of existing conditions, the development of improvement strategies, the facilitation of meaningful public input, and the implementation of evaluated and funded strategies. The UPWP is a comprehensive document which communicates to the public and stakeholders how Federal and State transportation dollars will be used for transportation planning activities. MPO plans are often the earliest stage of any major transportation project implemented within the planning area. The MPO provides the public with information about these activities with opportunities to comment early in the planning process.

The UPWP is required in order for the MPO to receive funds from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Florida Commission for the Transportation Disadvantaged (CTD) and the Florida Department of Transportation (FDOT). The major funding category is FHWA Planning (PL) funds. The UPWP is reviewed and endorsed biannually by the MPO Policy Board and is submitted for review and approval by various Federal funding agencies. Indirect cost rate is not applicable.

The MPO Policy Board includes elected officials from the Martin County Board of County Commissioners, City of Stuart, Town of Sewall’s Point and Village of Indiantown. FDOT is not a voting member on the MPO Board and committees but serves in an advisory capacity.

The Martin MPO will continue to promote regional coordination by participating in local, regional, and State organizations. These include but are not limited to FDOT, FHWA, FTA, Martin County, the City of Stuart, and the Towns of Ocean Breeze, Jupiter Island and Sewall’s Point, the Village of Indiantown, the St. Lucie TPO and Indian River MPO. Coordination of planning and projects has also occurred with the Palm Beach Transportation Planning Agency (TPA) through MPO staff attendance at meetings, including the Regional Transportation Technical Advisory Committee (RTTAC) and the Southeast Florida Transportation Council (SEFTC) on regional planning issues.

1.2 Transportation Planning Activities

The Martin MPO has comprehensive transportation planning activities as follows:

- **Complete Streets** – The Martin MPO Complete Streets: Access to Transit Study was completed in 2020. This study created a selection criterion that could be used to rank which road segments made the most sense for complete streets improvements. The criteria that this study focused on was the proximity to a transit stop and households with limited access to vehicles (zero to one car). Other criteria included population, density, employment density, recreational areas, proximity to libraries or schools, safety, and proximity to a community redevelopment area. The next phase in this UPWP cycle will provide a feasibility study to analyze projects that are consistent with the MPO’s Vision Zero Action Plan. This will allow the Martin MPO to continue to plan and develop streets that prioritize safety, comfort, and access to destinations for people of all ages and abilities who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services and motorists.
- **Transit Efficiency Study** - The Transit Efficiency Study will examine how the transit system can become more efficient and determine service integration opportunities for Martin County Public Transit. The Study seeks to identify strategies that will most effectively improve passenger experience, efficiently expand services through micro-transit to areas not currently served, as well as reduce operating and capital costs. The study will help the local governments in Martin County ensure that public services are efficient, effective, and evolving to meet changing transportation trends and technology , all while prioritizing access to jobs, healthcare, and education to drive economic development. Recommendations from this Study will be included in the Martin County Transit Development Plan (TDP) identified in this UPWP.
- **Community Characteristic Report** – Based on the results of the 2020 U.S. Decennial Census, the updated Community Characteristic Report will re-define the current community demographics and issues that need to be addressed. This will provide a better understanding of our local communities and attain meaningful description of MPO Planning Areas based on Minority, Senior Citizen, Poverty, No Vehicle, and Limited English Proficiency (LEP) populations and households. Meaningful and diverse public input are a vital component to planning transportation facilities that meet the needs of the entire community. By understanding the needs and location of the underserved, it prevents the underserved from being excluded from the transportation planning process.
- **Resiliency/Climate Change Impact** – Martin County Coastal Division developed a Resilient Coastlines Program in 2020 that examined vulnerability and developed a Resiliency Plan. MPO staff was a member of the County’s Resiliency Working Group that was part of the Resilient Coastline Program. A task order was initiated in December 2021 to develop a Transportation Network Resiliency Study to examine vulnerability assessment methodologies that identify critical infrastructure in the MPO’s transportation network. This Phase One study is ongoing and will be completed in this UPWP cycle.

- **Transit Development Plan** – The State requires a Major Update of the Transit Development Plan (TDP) every five years. Martin County completed its TDP Major Update in August 2019. The TDP has a ten-year planning horizon and is intended to support the development of an effective multi-modal transportation system in Martin County and surrounding areas. The TDP was completed for 2020-2029 with the intent of enhancing the overall quality of life of Martin County residents, workers, and visitors by providing a safe, accessible, reliable, interconnected, and attractive public transportation system to meet the community’s growing needs. The County has requested the MPO’s assistance with the development of the next TDP Major Update. The required tasks in a Major Update will include the following: Public Involvement Process, Situational Appraisal, Demand Estimation, Assessment of Land Use and Urban Design Patterns, Mission and Goals, Exploration and Alternatives and Ten-Year Implementation Program.
- **Strategic Plan** - A strategic plan will be developed to define specific, incremental steps that will be initiated, monitored for timely progress, and annually reported to the Martin MPO Policy Board and the public. By developing a Strategic Plan, priorities are clearly communicated for the MPO to follow. Metrics are created for measuring progress on each action to achieve the strategic outcome efficiently and cost-effectively. The strategic plan will be developed with an annual reporting progress that includes a “report card” system that summarizes the MPO’s performance in relation to the UPWP Tasks.
- **Emerging Mobility Readiness Study** – The Emerging Mobility Readiness Study will research the advances in communication and automation technology that result in new mobility options, including automated and connected transport, electric vehicles, ridesharing, and micro-mobility. Emerging mobility is an important influence on the multi-modal transportation system. This study will include an assessment of Martin County’s preparedness to adopt and adapt to new technologies, and recommendations on how the County and its local governments can better plan for the integration of emerging mobility options.
- **US-1 Congestion Management Strategies/Public Outreach Study** – US-1 in this area has been widened as far as feasible, and an Advanced Traffic Management System (ATMS) has been deployed along the corridor in Martin County. This study explores the full range of remaining techniques including investments that encourage the use of non-auto modes, Complete Streets and Transportation Demand Management (TDM). The Martin MPO will continue to work with FDOT, the County and City of Stuart to identify techniques to manage congestion on US-1 in Martin County. The City of Stuart’s Master Plan for US-1, City of Stuart’s Gateway Triangle District and FDOT’s Multimodal US-1 Corridor Study will be explored for implementation strategies. The public outreach will address safety improvements and congestion mitigation concerns that adjacent businesses express.
- **US-1 Intersection Improvement Feasibility Studies** – Specific intersections, such as SW Palm City Road, will be studied to evaluate design solutions for realignments and prioritized pedestrian and bicycle safety.

1.3 MPO and Local Priorities

- **Congestion Management Process** – The Congestion Management Process (CMP) is a systematic procedure that provides for safe and effective management and operation of transportation facilities through the use of demand reduction and operational management strategies. Demand reduction may include improving street and land use connectivity so that fewer local trips must use arterial roadways, as well as providing facilities for pedestrian and bicycle travel. Operational management strategies may include intersection and driveway improvements. Both strategies are lower cost alternatives to traditional roadway widening. The MPO included its CMP Major Update in the 2045 LRTP.
- **Bicycle and Pedestrian Safety** – Bicyclist and pedestrian crashes and the resulting deaths and serious injuries are a serious concern for Martin County. Florida has consistently had the highest pedestrian and bicyclist fatality ratio in the United States; Martin County’s percentage of pedestrian and bicyclist fatalities continue to surpass the State’s percentages. Approximately 15% of traffic fatalities within the last two years in Martin County is a pedestrian or a bicyclist. This data underscores a need to improve bicycling and walking conditions in Martin County. With the COVID-19 pandemic beginning in early 2020, it challenged the MPO to continue public outreach in a creative way. During this time, it showed the MPO how technology could be used when physical events were not possible. During this time period, the MPO conducted outreach initiatives and held multiple virtual bicycle and pedestrian safety campaigns to target diverse groups of individuals to promote safe walking and bicycling on busy roadway corridors. In January 2021, the MPO Policy Board approved FDOT’s “Vision Zero” targets for the five Federal Safety Performance Measures. To assure we are maintaining our “Vision Zero” targets, a task order was initiated in December 2021 to develop a Vision Zero Action Plan that included “Vision Zero” targets to address expanding bicycle and pedestrian safety issues. The Vision Zero Action Plan scheduled for adoption by June 2022 will continue to be implemented. It is intended to assist the County, local municipalities and agencies in further enhancing their existing bicycle and pedestrian safety program and activities.
- **Development Review** – The Development Review Interactive Map was developed in 2022. This GIS web application map is intended to be updated bi-annually to continue to track all developments in the unincorporated Martin County and within Stuart, Sewall’s Point, Ocean Breeze, Indiantown, and Jupiter Island. The map allows the public and staff to see the spatial relationship between development throughout Martin County and assists the MPO Policy Board in setting transportation project priorities.
- **Coordination and Support** – Coordinating transportation planning activities in the region is important to the Martin MPO. The Treasure Coast Transportation Council (TCTC) was established by the Martin MPO, the St. Lucie TPO, and the Indian River County MPO to formally coordinate transportation planning activities in the region. The Treasure Coast Technical Advisory Committee (TCTAC) serves as the formal technical advisory committee to the TCTC. Support and coordination for the TCTAC and the TCTC will assist in the development of regional plans.

Regarding regional models of cooperation, the Martin MPO was the Lead Agency in developing the 2040 RL RTP and will be the Lead Agency in developing the 2045 RL RTP. The 2045 RL RTP will be complementary, with the Martin, St. Lucie and Indian River LRTPs focused on the community/county level and the RL RTP focused on the regional level. The intent is for the four plans together to provide for a complete transportation system, well integrated with land use, able to meet community/county and regional level transportation needs.

- **Equity** - As part of the transportation planning process, using the “Ladders of Opportunity” example, the Martin MPO is identifying transportation connectivity gaps in accessing essential services such as employment, health care, schools/education and recreation. The MPO continues to reach out to traditionally underserved populations to ensure they are engaged in an equitable planning process. For instance, the MPO staff/consultant presented its Complete Streets: Access to Transit Study and its Bicycle and Pedestrian Facilities Plan to Neighborhood Advisory Committees (NACs) in Community Redevelopment Areas (CRAs) as part of the public outreach during the development of these studies. Individuals from these communities have also joined the MPO Advisory Committees. During this cycle of the UPWP, the Community Characteristics Report will be updated based on the results of the 2020 U.S. Decennial Census, and will assist the MPO with identifying and implementing improvements that are based on data-driven project prioritization that considers not only impacts of transportation projects on a community, but also the benefits of projects that can enhance opportunities for a community.

1.4 Consolidated Planning Grant participation

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

1.5 Soft Match Definition

- Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23, (with the exception of Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is in essence a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. FDOT has adopted the policy to use the toll credits for statewide and metropolitan planning funds.
- The “soft match” amount being utilized to match the FHWA Planning (PL) funding in this UPWP is \$185,523 for FY23 and \$156,929 for FY24 for a total soft match amount of \$342,452. Soft match was calculated using the following formula.

Soft Match Formula			
	Total	PL (.8193)	Soft Match (.1807)
FY23	\$1,026,691	\$841,168	\$185,523
FY24	\$868,450	\$711,521	\$156,929

1.6 Public Participation Process in Developing the UPWP

The Martin MPO obtains public input on a regular, on-going basis through the involvement of its Advisory Committees, informational meetings, public hearings, and the active involvement of its MPO Policy Board members. The Advisory Committees are the: Citizens' Advisory Committee (CAC); Technical Advisory Committee (TAC); Bicycle & Pedestrian Advisory Committee (BPAC) and the Freight Transportation Advisory Committee (FTAC). The MPO also staffs the Local Coordinating Board for the Transportation Disadvantaged (LCB-TD). These committees provide recommendations regarding projects, activities, and priorities to the MPO Policy Board. The culmination of this input is reflected in this UPWP and other planning documents to be developed through this UPWP.

The MPO has used the principles of environmental justice in the preparation of this document. This is responsive to Title VI of the Civil Rights Act of 1964, the Transportation Equity Act for the 21st Century (TEA-21), the Safe, Accountable, Flexible Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the Moving Ahead for Progress in the 21st Century Act (MAP-21), and the Fixing America's Surface Transportation (FAST) Act. This includes information contained in the Martin MPO Public Participation Plan, materials posted on the MPO website, circulation of informational newsletters/flyers, use of the Advisory Committees, input from public workshops, communications with other Martin County Advisory Committees [such as the Community Redevelopment Areas' (CRAs') Neighborhood Advisory Committees (NACs)], coordination with other local and regional land and transportation planning agencies and the local government TV broadcast station Martin County Television (MCTV).

All draft documents are made available to the public for comment in reference sections of the County's libraries, Administrative Center, and are posted to the MPO's website and MPO's social media. The locations of these documents are provided in the public hearing/review period announcement in the Martin County BOCC's County Connection publication. Comments received through the website, email or in writing are responded to via email/phone and then incorporated into the plans and documents.

1.7 Federal Planning Factors

The Fixing America's Surface Transportation (FAST) Act was signed on December 4, 2015, authorizing Federal funds for fiscal years 2016 through 2020 with extensions through December 2022. The FAST Act identified the following ten planning factor which have been incorporated into the MPO Planning process and this UPWP.

1. **Economic Vitality:** Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. **Safety:** Increase the safety of the transportation system for motorized and nonmotorized users.
3. **Security:** Increase the security of the transportation system for motorized and nonmotorized users.
4. **Accessibility:** Increase the accessibility and mobility of people and for freight.

5. **Environment:** Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. **Connectivity:** Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. **Efficient Management:** Promote efficient system management and operation.
8. **Preservation:** Emphasize the preservation of the existing transportation system.
9. **Resilience:** Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. **Travel and Tourism:** Enhance travel and tourism.

FAST Act Planning Factors	Task Numbers							
	1	2	3	4	5	6	7	8
1. Economic Vitality	X	X	X	X	X	X	X	X
2. Safety	X	X	X	X	X	X	X	X
3. Security	X	X		X	X	X	X	X
4. Accessibility	X	X		X	X	X	X	X
5. Environment	X	X	X	X	X	X	X	X
6. Connectivity	X	X	X	X	X	X	X	X
7. Efficiency Management	X	X	X	X	X	X	X	X
8. Preservation	X	X	X	X	X	X	X	X
9. Resilience	X	X	X	X	X	X	X	X
10. Travel and Tourism	X	X		X	X	X	X	X

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

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

The FAST Act supplemented the MAP-21 legislation by establishing timelines for State DOTs and MPOs to comply with the requirement of MAP-21. State DOTs are required to establish statewide targets and

MPOs have the option to support the statewide targets or adopt their own. The Martin MPO has chosen to support the statewide targets. The transition to performance-based planning is on-going and has been addressed within the tasks identified in the this UPWP, specifically within the LRTP and the TIP. The Martin MPO intends to coordinate with FDOT and member agencies to fully comply with the performance-based planning requirements.

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

1.8 State and Federal Planning Emphasis Areas and Task Matrix

State Planning Emphasis Areas

In addition to the Federal Planning Factors identified in Section 1.7 and the Federal Emphasis Areas identified later in this section, the FDOT Office of Policy Planning has identified four planning emphasis areas for Florida MPOs to consider when developing their UPWPs: safety, equity, resilience, and emerging mobility. The emphasis planning areas set planning priorities, support the Florida Transportation Plan, and give importance to topics MPOs are encouraged to address. The State's four emphasis planning areas are described below, followed by the Federal Emphasis Areas and the Matrix table with Martin MPO's tasks that address them.

Safety

The Florida Transportation Plan and the State's Strategic Highway Safety Plan place top priority on safety, with a State target of zero traffic fatalities and serious injuries. In addition to adopting safety targets, the MPOs must show how their Long Range Transportation Plan (LRTP) and priority projects in their Transportation Improvement Program (TIP) support progress toward those targets. The UPWP should consider enhancements to data analyses and community involvement to better inform the identification and prioritization of safety projects.

Since the MPOs are being asked to place top priority on safety, with a target of zero traffic fatalities and serious injuries, among the ways this will be addressed is through Task 3: Data Collection and Task 6: Transportation Systems Planning. Task 3 includes identifying locations with high number of traffic crashes (including bike and pedestrian crashes) for safety improvements working with FDOT and Martin County. Task 6 includes the Complete Streets: Road to Vision Zero Study. As part of this initiative a feasibility study will be prepared to analyze projects that are consistent with the MPO's Vision Zero Action Plan. This will include partner coordination that focuses on the Vision Zero Action Plan priority action items, working with municipalities and County to develop policy and programs that support bicycle and pedestrian safety, and coordinating and assisting with design quick-build/demonstration projects to raise awareness of innovative bicycle and pedestrian infrastructure.

Equity

Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, created the "Justice40 Initiative" that aims to deliver 40 percent of the overall benefits of relevant Federal investments to disadvantaged communities. This initiative supports Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, outlines Federal policy and defines equity as the consistent and systematic fair, just, and impartial treatment of individuals. The Florida Transportation Plan seeks transportation choices that improve accessibility and equity by including a key strategy to enhance affordable transportation, service, and information access options for all ages and abilities and throughout underserved communities. The MPOs are key to identifying and implementing improvements based on data-driven project prioritization that considers not only impacts of

transportation projects on a community, but also benefits of projects that can enhance opportunities for a community. This UPWP addresses approaches to furthering transportation equity.

One of the ways this will be addressed is through Task 3 – Data Collection. This task includes the Community Characteristics Report Update that will pay particular attention to defining the underserved population such as citizens with no vehicle, citizens older than 65, impoverished and those with Limited English Proficiency (LEP). By understanding the needs and locations of the underserved populations, it will prevent the underserved from being excluded from the transportation planning process. With this data driven information, projects identified in the LRTP and in the Vision Zero Action Plan are the key to implementing improvements throughout the underserved communities.

Resilience

With the passage of the Fixing American's Surface Transportation (FAST) Act, resilience was introduced as a Federal planning factor: "Improve the resilience and reliability of the transportation system and mitigate stormwater impacts of surface transportation." Resilience is defined as the ability to adapt to changing conditions and prepare for, withstand, and recover from disruption. These conditions can encompass a wide variety of environmental, technological, economic, or social impacts. MPOs were informed that they can address resilience within their planning processes by leveraging tools such as the FHWA Resilience and Transportation Planning Guide and the FDOT Quick Guide: Incorporating Resilience in the MPO LRTP. It should be noted that while these two guides focus primarily on the development of MPO LRTPs and TIPs, addressing resilience needs to be a consideration within every planning document prepared by an MPO. The Martin MPO places a particular emphasis on the coordination with agency partners responsible for natural disaster risk reduction and the agency partners who are developing local resilience planning initiatives. MPOs have been informed that they should consider the additional costs associated with reducing vulnerability of the existing transportation infrastructure. Proactive resiliency planning helps the MPO develop planning documents that are ultimately more realistic and cost-effective.

One of the ways the Martin MPO has been addressing Resiliency is through the Transportation Network Study that was initiated in the FY20/21-FY21/22 UPWP cycle. The Study address resiliency planning efforts that include vulnerability assessment methodologies that identify critical infrastructure in the MPO's transportation network, including the effects of 2070 and 2100 Sea Level Rise (SLR) scenario, storm surge scenario, evacuation routes, major roadway networks, fleet storage facilities, regional trails, the airport, railroads, and social vulnerabilities.

Emerging Mobility

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

and the expansion of transportation infrastructure to embrace and support the adoption of emerging mobility.

Martin MPO recognizes the important influence of emerging mobility on the multi-modal transportation system and includes related planning studies, collaboration efforts, research, or other activities in this UPWP. One of the ways the Martin MPO will be addressing this is through Task 7 – Special Project Planning. This task includes an Emerging Mobility Readiness Study that will study the impacts of the advances in communication and automation technology that result in new mobility operations, ranging from connected and automated vehicles, electric vehicles, ridesharing, and micro-mobility. This study will also evaluate Martin County’s preparedness to adapt and adopt new technologies. Recommendations on how the County and local governments can better plan for the integration of emerging mobility will be addressed.

Federal Planning Emphasis Areas

The FHWA and FTA has identified eight planning emphasis areas that include:

- Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future
- Equity and Justice⁴⁰ in Transportation Planning
- Complete Streets
- Public Involvement
- Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
- Federal Lands Management Agency (FLMA) Coordination
- Planning and Environment Linkages (PEL)
- Data in Transportation Planning

Task Matrix

	Task Numbers							
	1	2	3	4	5	6	7	8
1. Safety	X	X	X	X	X	X	X	X
2. Equity	X	X	X	X	X	X	X	X
3. Resilience	X	X		X	X	X	X	X
4. Emerging Mobility	X	X		X	X	X	X	X
5. Tackling the Climate Crisis		X		X	X		X	
6. Equity and Justice 40	X	X	X	X	X	X	X	X
7. Complete Streets		X	X	X	X	X		
8. Public Involvement	X	X	X	X	X	X	X	X
9. Strategic Highway Network (STRAHNET)			X	X	X			
10. Federal Lands Management Agency Coordination			X	X	X			
11. Planning and Environment Linkages (PEL)			X	X	X			
12. Data in the Transportation Planning			X	X	X			

1.9 Air Quality Planning Activities

According to the EPA, actions to implement the Clean Air Act have achieved dramatic reductions in air pollution, preventing hundreds of thousands of cases of serious health effects each year. Since 1990 there has been approximately a 50% decline in emissions of key air pollutants. Despite the dramatic progress to date, air pollution continues to threaten Americans' health and welfare.

Multimodal Transportation is an effective way to reduce carbon dioxide (CO₂) emissions by reducing fossil fuel consumption. According to the EPA, in 2019, carbon dioxide accounted for the largest percentage of greenhouse gases (80%) of the total U. S. CO₂ emissions. The 2045 LRTP Update was intentionally crafted to address all modes of transportation. Providing transportation choices reduces automobile use and increases human-powered transportation. This results in a reduction of greenhouse gases such as CO₂.

Even though Martin County is in attainment status the Martin MPO includes transportation choices to assist with the reduction of key air pollutants.

1.10 Resolution

RESOLUTION NUMBER #22-06

A RESOLUTION OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) OF MARTIN COUNTY, FLORIDA, APPROVING THE FY 22/23 – FY 23/24 UNIFIED PLANNING WORK PROGRAM AND AUTHORIZING THE EXECUTION OF THE METROPOLITAN PLANNING ORGANIZATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL HIGHWAY ADMINISTRATION FUNDS UNDER THE FEDERAL TRANSPORTATION ACT

WHEREAS, the Martin Metropolitan Planning Organization ("Martin MPO") is the designated and constituted body responsible for the urban transportation planning and programming process of the Martin County, Florida, portion of the Port St. Lucie urbanized area; and

WHEREAS, the United States Department of Transportation Regulations and Florida Statutes require that Martin MPO prepare the FY 22/23 – FY 23/24 Unified Planning Work Program as a prerequisite for certification of the transportation planning process and as a condition of Federal Financial Assistance; and

WHEREAS, the Metropolitan Planning Organization Agreement between the Martin MPO and the Florida Department of Transportation (FDOT) identifies the responsibilities for cooperatively carrying out the Federal Highway Administration portion of the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law; and

WHEREAS, the FY 22/23 – FY 23/24 UPWP is Exhibit A of the Metropolitan Planning Organization Agreement between the Martin MPO and FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THAT:

Section 1. The Martin MPO approves the FY 22/23 – FY 23/24 Unified Planning Work Program.

Section 2. The Martin MPO Administrator or designee is authorized to make minor changes and to furnish additional information as the Florida Department of Transportation may require in connection with the FY 22/23 – FY 23/24 Unified Planning Work Program.

Section 3. The Chairman or his designee is authorized to execute the Metropolitan Planning Organization Agreement and other documents the Florida Department of Transportation requires to aid in the financing of the Federal Highway Administration funded portions of the Martin MPO FY 22/23 – FY 23/24 Unified Planning Work Program.

DULY PASSED AND ADOPTED THIS 9th DAY OF May, 2022

MARTIN METROPOLITAN PLANNING ORGANIZATION


Troy McDonald, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Sarah W. Woods, County Attorney

ATTEST:


Cheryl White, Clerk

SECTION II – ORGANIZATION AND MANAGEMENT

The Martin MPO is a governmental entity that functions independently but is under the umbrella of Martin County host support system through a staff services agreement and in close coordination with the Martin County Public Works Department. The MPO is the primary agency for coordinating transportation planning activities impacting Martin County. A Policy Board composed of local elected officials directs activities of the MPO. Citizen and standing committee input are regularly solicited and obtained in the course of developing and carrying out MPO responsibilities. The following is a membership profile of the Policy Board and standing committees active in Martin MPO planning activities implemented through this UPWP.

2.1 Participants in the Transportation Planning Process

Metropolitan Planning Organization Policy Board

The Martin Metropolitan Planning Organization Policy Board is an eight voting member Board responsible for establishing policies to guide MPO planning activities and projects. The following documents govern the characteristics of this Board: Title 23 USC 134(b), 23 CFR 450.306 and 311 (Federal) and Sec.339.175(2) FS (State). The make-up of the Board is as follows:

- Martin County: four Commissioners
- City of Stuart: two Commissioners
- Town of Sewall's Point: one Commissioner
- Village of Indiantown: one Council Member

The Florida Department of Transportation (FDOT) is not a voting member on the MPO Board and committees but serves in an advisory capacity.

Technical Advisory Committee (TAC)

The TAC is comprised of representatives of those agencies responsible for the planning and implementation of the transportation system within the Metropolitan Planning Area (MPA). This Committee provides a vital inter-governmental coordination function in addition to providing technical input to the MPO Policy Board. The 12 members are representatives of:

- Martin County Public Works Department
- Martin County Growth Management Department
- City of Stuart Planning Department
- City of Stuart Public Works Department
- Village of Indiantown
- Town of Sewall's Point
- Town of Ocean Breeze Park
- Town of Jupiter Island
- Witham Airport Management
- Martin County Public Transit

- Treasure Coast Regional Planning Council
- Transportation Director - Martin County School Board
- Martin County Fire/Rescue (non-voting)
- Martin County Sheriff (non-voting)
- Florida DOT District IV Planning and Environmental Management Office (serves as a non-voting advisor)
- Florida DOT District IV Office of Modal Development (serves as a non-voting advisor)

Citizens' Advisory Committee (CAC)

The purpose of this 12-person committee is to provide input to the MPO Policy Board and the planning process from a diverse geographic and demographic group of citizens. The members represent the following entities:

- Five appointed by each of the five Martin County Commissioners
- One appointed by the Stuart City Commission
- One appointed by the Sewall's Point Town Commission
- One appointed by the Jupiter Island Town Commission
- One appointed by the Village of Indiantown
- Three at large members; at least two of which represent either the disabled or age 65 or older, and a minority population

Bicycle and Pedestrian Advisory Committee (BPAC)

This group is charged with providing public input to the MPO Policy Board on transportation planning needs and issues relating to bicycle routes, sidewalks, and other non-motorized mobility facilities. The 16 members, 3 are non-voting, are appointed as follows:

- Five appointed by each of the five County Commissioners
- Two appointed by the City of Stuart City Commission
- One appointed by the Sewall's Point Town Commission
- One appointed by the Village of Indiantown Council
- Seven appointed by the MPO Administrator representing individuals with disabilities, merchants, the County Parks and Recreation Department, the bicycling community, the elderly, neighborhood associations and homeowner associations and a parent of a school child.
- Three non-voting members representing Martin County Sheriff's Office, the City of Stuart and Town of Sewall's Point Police Departments. FDOT serves as a non-voting advisor.

Freight Transportation Advisory Committee (FTAC)

This group is charged with providing public input to the MPO Policy Board on freight transportation needs and issues relating to shipping, warehousing, trucking, airport or water-based transportation

operations, freight forwarding, logistics, rail, industrial real-estate, commercial deliveries, and wholesale activity. The 20 voting members are appointed as follows:

- Martin County Public Works
- Martin County Growth Management
- Martin County Airport/Witham Field
- City of Stuart Representative
- Stuart/Martin County Chamber of Commerce
- Indiantown Chamber of Commerce
- Marine Industries Association of the Treasure Coast
- Port Salerno Commercial Fishing Dock Authority
- Treasure Coast Regional Planning Council (TCRPC)
- Florida Department of Transportation: Policy Planning, Freight Coordinator
- Florida Inland Navigation District (FIND)
- Florida East Coast Railroad
- US Customs and Border Protection
- Florida Trucking Association
- University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS Martin County Extension)
- Five (5) at-large members representing the transportation freight industry appointed by the MPO

Local Coordinating Board for the Transportation Disadvantaged (LCB-TD)

The mission of this Board is to guide mobility services through coordination of transportation services provided to the transportation disadvantaged through the Florida Commission for the Transportation Disadvantaged (CTD) supported through the administration of Transportation Disadvantaged Trust Fund. The LCB is comprised of 18 members representing the following entities:

- MPO Policy Board Member (Chairperson)
- FDOT District IV Office of Modal Development
- Florida Department of Children and Families
- Florida Division of Vocational Rehabilitation or the Division of Blind Services representing the Department of Education
- The public education community (School Board of Martin County)
- The Florida Department of Veterans Affairs
- A representative for the economically disadvantaged, recognized by the Florida Association for Community Action (President)
- A disabled person representing the disabled in the County
- Two citizen advocate representatives in the county; one who must be a person who uses the transportation service(s) of the system as their primary means of transportation
- A person over sixty years of age representing the elderly in the County
- A representative for “children at risk”
- Florida Department of Elder Affairs

- Florida Agency for Health Care Administration (Medicaid)
- A representative of the Private Transportation Industry
- A representative of the Agency for Persons with Disabilities
- A representative of the Regional Work Force Development Board
- A representative of the local medical community, which may include, but not be limited to, kidney dialysis center, long term care facilities, assisted living facilities, hospital, local health department or other home and community-based services, etc.

Treasure Coast Transportation Council

As referenced in Governor Scott’s re-designation letter dated September 5, 2013, the Treasure Coast Transportation Council (TCTC) is an entity created to address regional transportation funding and priorities to meet the growing, cross-county travel demands. Officially established on April 10, 2006, membership is comprised of the Chairs and a second member of the Martin, St. Lucie, and Indian River M/TPOs. The TCTC will meet on a reoccurring basis to address regional projects, including projects eligible for Transportation Regional Incentive Program (TRIP) funding. The meetings of the TCTC and its Treasure Coast Technical Advisory Committee (TCTAC) will be alternately hosted by the three M/TPOs on a rotating basis. The staff of the host M/TPO provides the support for the business of the meetings that are held.

2.2 MPO Agreements

The MPO has executed agreements with State and local governments and agencies to promote a comprehensive, continuing, and cooperative (3-C) transportation planning process. All MPO agreements will be reviewed and updated for accuracy and applicability. The current agreements are listed below:

Treasure Coast Transportation Council Interlocal Agreement - April 10, 2006

This agreement involves the MPOs serving three counties: Martin, St. Lucie, and Indian River, establishing the entity responsible for regional transportation planning activities and goals in the tri-county region referred to as the “Treasure Coast.”

Staff Services Agreement - Executed October 16, 2007

This agreement between the Martin MPO and Martin County for Staff Services provides professional services to carry out the terms of the Interlocal Agreement establishing the MPO and the Urbanized Area Transportation Planning Agreement between the MPO and the FDOT, and to provide personnel for the administration of the MPO.

Interlocal Agreement for Creation of the Metropolitan Planning Organization – Executed April 7, 2015 and amended on February 7, 2019

This is an agreement involving Martin County, the City of Stuart, the Town of Sewall’s Point and the FDOT, establishing the MPO as the entity responsible for conducting transportation planning activities in the MPA. It also sets authorities, responsibilities, membership, and other necessary features of the MPO. The

First Amendment amends the Interlocal Agreement and includes the Village of Indiantown as a voting member.

Standard Intergovernmental Coordination and Review Agreement (ICAR) - October 25, 2016

This agreement between the MPO, Martin County, the Treasure Coast Regional Planning Council and the FDOT and sets forth mutually agreeable procedures for carrying out applicable Federal and State laws.

Transportation Disadvantaged Planning Grant – July 1, 2021

This agreement between the Florida Commission for the Transportation Disadvantaged (CTD) and the MPO provides funding that are allocated for the purpose of completing the planning duties and responsibilities of the Metropolitan Planning Organization, as identified in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. The CTD agreement was approved by the Martin MPO on May 17, 2021 and executed by the CTD on July 1, 2021.

MPO Agreement for FHWA Planning (PL) Funds for FY21 and FY22 – Executed May 11, 2020 expires and is replaced every 2 years. Next agreement anticipated to be executed no later than June 30, 2022.

This agreement between the FDOT and the MPO provides for the administration of all “pass through” PL funds to the MPO. It identifies the responsibilities and outlines the requirements that must be met to receive these FHWA program funds, effective July 1, 2022 - June 30, 2024. This UPWP is Exhibit “A” of the MPO Agreement. All FHWA funded planning agreements will be in the form of a single agreement going forward. The MPO/Consolidated Planning Grant (CPG) Agreement for FHWA Planning (PL) Funds for FY23 and FY24 will be executed before July 1, 2022, and includes the FTA Section 5305(d) Grant Program funds as part of the PL funds.

MOU Agreement between the Martin MPO, St. Lucie TPO and Indian River MPO for the Regional Long Range Transportation Plan dated September 9, 2021.

This agreement between the three M/TPOs provides for the cooperation in the development of a 2045 Regional Long Range Transportation Plan (RLRTP) for Martin, St. Lucie, and Indian River counties. This agreement also identifies the Martin MPO as the RLRTP Lead Agency, to contract with one of its General Planning Consultants (GPC) and to manage the overall project budget and milestones.

Public Transportation Grant Agreements for FTA Section 5305(d) Planning Funds – Executed April 28, 2021, and February 21, 2022.

The Federal Transportation Administration (FTA) Section 5305(d) Grant Program provides funding for the planning activities that aid in the financing of transit planning, transportation disadvantaged planning and other tasks specified in the Martin MPO Unified Planning Work Program (UPWP). FTA Section 5305(d) funds are first apportioned to the Florida Department of Transportation (FDOT), and FDOT then distributes these planning funds to the MPO’s through a Grant Agreement between the MPO and FDOT.

2.3 Operational Procedures and Bylaws

The Martin MPO operates under a duly adopted set of Bylaws and in conformance with all applicable Federal, State, and local, laws, rules, regulations, and procedures. With recommendations from its Advisory Committees, the MPO Policy Board approves operating Bylaws and any revisions to them. The Bylaws describe membership composition, voting status and procedures of the MPO Policy Board and its Advisory Committees. These groups generally follow Roberts Rules of Order in the conduct of its meetings. To ensure the continued operations of the Martin MPO in the event of an emergency, it is vital that the MPO have a plan in place. The Martin Metropolitan Planning Organization (MPO) Continuity of Operations Plan (COOP) serves that function. As structured, the plan guarantees the continuous operations of the MPO in the event of an emergency and ensures that the MPO's resources can be efficiently deployed to supplement wider emergency planning efforts.

Martin County provides support services (legal, financial, purchasing, and others). The MPO staff positions consist of an MPO Administrator, Senior Planner, two Planners, an Administrative Assistant, and a part-time employee to provide financial support. Consultant services are purchased as needed and affordable within budget constraints.

The Official Records of the MPO are maintained in the MPO Administrative Office located at the Willoughby Commons Plaza at 3481 SE Willoughby Boulevard, Suite 101, Stuart, FL 34994. All of the MPO records are available for public inspection during normal business hours.

The Martin MPO's operational procedures fully comply with the Public Records laws and the Sunshine Laws of the State of Florida. The MPO operates under applicable rules and procedures set forth by Martin County, the State of Florida, and the Federal Government.

2.4 Forms, Certifications and Assurances

Annually, the State and the MPO are required to certify to the FHWA and FTA that the planning process is addressing the major issues facing the Metropolitan Planning Area and that it is being conducted in accordance with all applicable requirements of:

- Section 134 of Title 23, United States Code (Metropolitan Planning),
- Section 5305(d) of the Federal Transit Act,
- Section 450.334 of Title 23, Code of Federal Regulations (Certification),
- Sections 174 and 176 (c) & (d) of the Clean Air Act,
- Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by the State,
- Provisions of the American Disabilities Act of 1990 and the United States Department of Transportation (USDOT) regulations ("Transportation for Individuals with Disabilities"),
- All applicable provisions and corresponding regulations identified in current Federal legislation.

FHWA and FTA conduct Federal certification reviews of MPOs designated for census urbanized areas that are also TMAs (i.e., greater than 200,000 in population). The most recent Federal Certification Report for the Martin MPO -- as part of the Port St. Lucie TMA -- was presented to the MPO Policy Board for close-out in December 2021. The Martin MPO received certification from FHWA through September 2025. Federal law and regulation requires FDOT and the MPO to jointly certify the transportation planning process for the metropolitan area, on an annual basis. Recommendations identified in the Federal and State certifications are addressed throughout this UPWP in various tasks. The Assurances for the Martin MPO are in the Appendices.

SECTION III – UPWP WORK PROGRAM TASKS

TASK 1: UPWP AND ORGANIZATION ADMINISTRATION

TASK 2: PUBLIC INVOLVEMENT AND OUTREACH

TASK 3: DATA COLLECTION

TASK 4: LONG RANGE TRANSPORTATION PLAN

TASK 5: TRANSPORTATION IMPROVEMENT PROGRAM

TASK 6: TRANSPORTATION SYSTEMS PLANNING

TASK 7: SPECIAL PROJECT PLANNING

TASK 8: REGIONAL PLANNING

TASK 1: UPWP and Organization Administration

Program Management and Unified Planning Work Program (UPWP) Development

Purpose:

To support, coordinate and administer, a continuing, comprehensive, and cooperative transportation planning process for the Martin Metropolitan Planning Area (MPA). This includes coordinating with the planning, goals, and processes of other transportation planning entities in the Treasure Coast Region. This includes preparing and monitoring, as needed, the two-year, FY22/23 – FY23/24 UPWP, reflecting a program of planning activities and financial support for the activities to be undertaken during this period. The Martin MPO will adhere to all Federal, State, and local, laws, rules, regulations, procedures, and guidelines, as applicable. This includes reviewing and updating all agreements as needed and requested by FDOT, FHWA, the Governor's office or local municipality.

Previous Work:

- Provided technical and administrative support towards local and regional planning and public transit efforts;
- Provided technical and administrative support to MPO Board and Advisory Committees including documenting attendance records and minutes of meetings;
- Provided administrative activities for preparation and coordination of various assessments;
- Prepared planning documents, Bylaw revisions, and created the Freight Transportation Advisory Committee (FTAC);
- Selected (based on qualifications) and contracted with five consulting firms (General Planning Consultants) to provide assistance to staff on a task order basis and assist the MPO with required work products;
- Purchased new laptop and software for general purpose/meeting minutes;
- Reviewed studies to assure legal, regulatory, and procedural compliance with local, State and Federal laws, rules, regulations, procedures, and guidelines applicable to activities supported by transportation funding. In addition, Intergovernmental liaison responsibilities that fall under this area of responsibility were carried out;
- Created monthly progress reports, financial status reports, and monthly invoices;
- Completed State Certification;
- Attended workshops and training sessions to facilitate the above activities;
- Prepared, adopted, developed, and made revisions to the FY20/21 – FY21/22 UPWP;
- Completed the quadrennial (4-year) Federal MPO Certification process with no corrective actions.

Required Activities:

- Provide technical assistance to the MPO Policy Board and appropriate committees;
- Schedule and make arrangements for facilities to accommodate training, inter-agency meetings, CAC, TAC, BPAC, FTAC, LCB-TD, MPO Policy Board, and TCTC meetings and others;
- Create and distribute materials (meeting minutes, notifications, agendas, packets, schedules, documents) for meetings;

- Provide staff support to joint meetings with the St. Lucie, Indian River, and Palm Beach MPOs;
- Coordinate with FDOT, TCRPC, St. Lucie TPO, Indian River County MPO, Palm Beach TPA; local governments, CRAs, Chambers of Commerce and other entities, as appropriate and as needed;
- Participate in the process to achieve annual State Certification of the MPO;
- Review and update agreements;
- Prepare Grant Quarterly Progress Reports and invoices;
- Fiscal accounting and invoicing completed for MPO; Martin MPO UPWP FY22/23 - FY23/24
- Maintain financial records including an annual audit as required by 23 CFR 420.121; the audit is to be performed in accordance with 49 CR 18.26, OMB Circular A133 and Section 215.97 FS;
- MPO Administrator and Board member to attend quarterly meetings of the MPO Advisory Council (MPOAC) and regional planning and transportation forums;
- Board members to attend the MPOAC Weekend Institute as it becomes available;
- Travel to workshops, conferences, and training sessions to facilitate the planning process and provide staff with the necessary education to maintain and acquire professional certifications; including geographic information systems, transportation planning, congestion management, public involvement, modeling, community livability/sustainability and other relevant subjects;
- Monitor and administer the activities of the General Planning Consultants to provide assistance to staff on a task order basis and assist the MPO with required work products;
- Purchase office supplies and purchase/lease equipment to ensure efficiency in MPO activities;
- Purchase office furniture;
- Purchase new and update existing software to maximize staff productivity and allow a multitude of capabilities;
- Purchase and update equipment to provide record and reference storage;
- Review and update agreements;
- Advertise the LRTP, TIP, and required work products in accordance with Federal regulations, State guidelines and the Public Participation Plan (PPP);
- Implement the FY22/23 – FY23/24 UPWP;
- Develop the FY24/25 – FY25/26 UPWP, submit draft documents to review agencies and incorporate comments into final UPWP;
- Process revisions (amendments and modifications) to the adopted UPWP as necessary;
- Process budget revisions to the adopted UPWP as necessary;
- Coordinate with neighboring M/TPOs;
- Monitor and prepare for the release of 2020 U.S. Census results in anticipation of participating in the post-census designation/reaffirmation process for metropolitan planning organizations. (See Task 3);
- Closeout of FY20/21-FY21/22 UPWP.

Responsible Agencies:

Martin MPO

Products and Schedule:

- | | |
|--|-----------|
| • Office Supplies & Equipment Purchase/Lease | As Needed |
| • Office Furniture Purchase | As Needed |

- Software Purchase As Needed
- Policy Board Meetings, Packets, Minutes, Agendas Bi-Monthly & As Needed
- Advisory Committee Meetings, Packets, Minutes, Agendas Bi-Monthly & As Needed
- Arrangements for Training & Meeting Rooms As Needed
- Regional Coordination As Needed
- Collaborative Meetings As Needed
- Annual State Certification Review 3rd & 4th Qtr. FY23 & FY24
- Annual Audit 2nd Qtr. FY23 & FY24
- Financial and Other Record Keeping Ongoing
- Progress Reports and Invoices Quarterly
- Workshops and Training As Needed
- MPOAC Meetings Quarterly & As Needed
- Performance Measure Compliance Ongoing
- Conduct Annual Review of COOP 3rd Qtr. FY23 & FY24
- Advertise the draft TIP 4th Qtr. FY23 & FY24
- Advertise the amendments to the LRTP and TIP As Needed
- Develop new Martin MPO website FY23
- UPWP FY22/23 – FY23/24 Amendments/Modifications As Needed
- Progress Reports Quarterly
- FY24/25 – FY25/26 UPWP Kickoff Meeting 2nd Qtr. FY24
- FY24/25 – FY25/26 Draft UPWP submitted to FDOT 3rd Qtr. FY24
- FY24/25 – FY25/26 Draft UPWP to Advisory Committees & MPO Board FY24
- Meetings with St. Lucie and Indian River T/MPOs As Needed
- Open Public Comment Period for FY25-FY26 for UPWP 2nd & 3rd Qtr. FY24
- Final Submittal of FY25-FY26 UPWP to FDOT 4th Qtr. FY24
- Closeout of FY20/21-FY21/22 UPWP 2nd Qtr. FY23

Task 1 UPWP AND ORGANIZATION ADMINISTRATION		
2022/2023		
Funding Source	FHWA	FY 2022/2023 Total
Contract Number	GXX1	
Source Level	PL	
MPO Budget Reference		
Lookup Name	FHWA GXX1 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 90,562	\$ 90,562
		\$ -
Personnel (salary and benefits)	\$ 90,562	\$ 90,562
Consultant		
Professional Services Contract	\$ 11,300	\$ 11,300
		\$ -
Consultant Subtotal	\$ 11,300	\$ 11,300
Travel		
Travel/Training	\$ 18,000	\$ 18,000
		\$ -
Travel Subtotal	\$ 18,000	\$ 18,000
Direct Expenses		
Advertising	\$ 2,500	\$ 2,500
MPO APTA membership, Reference Publications	\$ 1,000	\$ 1,000
County Administrative and Event Charges	\$ 500	\$ 500
Meeting Rooms/Communications	\$ 500	\$ 500
Office Furniture	\$ 800	\$ 800
Postage and Freight	\$ 500	\$ 500
Printing and Binding Services	\$ 5,000	\$ 5,000
Vehicle Expenses	\$ 10,000	\$ 10,000
		\$ -
Direct Expenses Subtotal	\$ 20,800	\$ 20,800
Indirect Expenses		
		\$ -
Indirect Expenses Subtotal	\$ -	\$ -
Supplies		
Office Supplies	\$ 2,000	\$ 2,000
		\$ -
Supplies Subtotal	\$ 2,000	\$ 2,000
Equipment		
Computer/Equipment	\$ 4,000	\$ 4,000
Software Programs	\$ 2,500	\$ 2,500
		\$ -
Equipment Subtotal	\$ 6,500	\$ 6,500
Total	\$ 149,162	\$ 149,162

2023/2024		
Funding Source	FHWA	FY 2023/2024 Total
Contract Number	GXX1	
Source	PL	
MPO Budget Reference		
Lookup Name	2023/2024 FHWA GXX1	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 90,915	\$ 90,915
		\$ -
Personnel (salary and benefits)	\$ 90,915	\$ 90,915
Consultant		
Professional Services Contract	\$ 11,500	\$ 11,500
		\$ -
Consultant Subtotal	\$ 11,500	\$ 11,500
Travel		
Travel/Training	\$ 18,000	\$ 18,000
		\$ -
Travel Subtotal	\$ 18,000	\$ 18,000
Direct Expenses		
Advertising	\$ 2,500	\$ 2,500
MPO APTA membership, Reference	\$ 1,000	
County Administrative and Event	\$ 500	
Meeting Rooms/Communications	\$ 500	
Office Furniture	\$ 800	\$ 800
Postage and Freight	\$ 500	\$ 500
Printing and Binding Services	\$ 5,000	\$ 5,000
Vehicle Expenses	\$ 10,000	\$ 10,000
		\$ -
Direct Expenses Subtotal	\$ 20,800	\$ 20,800
Indirect Expenses		
		\$ -
Indirect Expenses Subtotal	\$ -	\$ -
Supplies		
Office Supplies	\$ 2,000	\$ 2,000
		\$ -
Supplies Subtotal	\$ 2,000	\$ 2,000
Equipment		
Computer/Equipment	\$ 2,500	\$ 2,500
Software Programs	\$ 2,500	\$ 2,500
		\$ -
Equipment Subtotal	\$ 5,000	\$ 5,000
Total	\$ 148,215	\$ 148,215

Task 1: Budget Category Description Detail FY 22/23 & FY23/24	
Consultant/Contract Services	
Professional Services Contract	Provide professional assistance to staff and assist the MPO with required work products. Professional assistance support may include, but not be limited to, the following: assisting the MPO with public involvement efforts, outreach initiatives, and safety campaigns; pursue grant funding for non-motorized transportation projects and preparation of grant applications; evaluate projects on the Electronic Review Comments (ERC) System for their impact on bicycle and pedestrian facilities; attend meetings; assist with State Review Certification, perform GIS analysis and mapping for a variety of items; and other professional assistance support tasks described in the MPO's adopted UPWP.

TASK 2: Public Involvement and Outreach

Purpose:

To ensure citizen participation in the transportation planning process. This involves presenting information to the citizens, soliciting input, and using the input (data) obtained to continually revise and refine proposed programs, plans and projects. These efforts include ensuring that population groups and geographic areas have opportunities to provide input on transportation planning and have access to and be involved in the MPO decision-making process.

Previous Work:

In FYs 2021 and 2022, the MPO engaged the public through several avenues supported by the Public Involvement Plan.

- Updated the MPO website with an interactive calendar, regular links to MPO surveys, major plans, Public Participation Plan (PPP) video, and programs and opportunities for public suggestions;
- Updated the Interactive TIP web-application;
- Continued public outreach in a creative way due to the COVID-19 pandemic;
- Organized and held Virtual Stakeholder Meetings instead of workshops;
- Organized and held Virtual Open Houses where attendees could provide input by participating in various activities that included the Public Participation Plan (PPP) and the Vision Zero Action Plan;
- Established and maintained a Vision Zero website (<https://visionzeromartin.com>) and updated the MPO Facebook page “Martin in Motion to include virtual bicycle and pedestrian safety campaign messages;
- Developed a new Public Participation Plan (PPP) and the MPO Policy Board adopted the PPP in February 2022;
- Reviewed and updated the Annual Public Involvement Plan (PIP) as well as annually reviewed the Title VI/Nondiscrimination Policy and Plan to ensure Federal compliance. The MPO Policy Board approved the updates as well as the 2020 and 2021 PIP Annual Reports;
- Conducted outreach initiatives and held multiple virtual bicycle and pedestrian Safety Campaigns to target diverse groups of individuals and promote safe walking and bicycling on busy roadway corridors;
- Participated virtually in the FDOT’s 2021 FDOT Mobility, Love to Ride Florida Challenge and the Bike to Win Virtual Event, where participants could record their mileage and/or post to social media to be eligible to win a prize and participated in an in-person 2022 Bike to Work event;
- Organized a 2021 National Walk to School Day Event to promote safe walking and bicycling for 50 individuals;
- Continued to use techniques to involve/engage the public in decision making and assure materials were produced in Spanish;
- Continued to use the MPO’s traditional website as a means of providing information to the public (www.martinmpo.com) where all pages are available in more than 75 languages;

- Continued to contract with a translator provider, a nationwide leader in the field of translation and interpretation services. The service provides over-the phone, face-to-face and videoconference interpreting, and document translation services. This allows the MPO to communicate with the public in different languages as needed;
- Continued to contract services for the Martin MPO website;
- Continued to maintain a Facebook page for “Martin in Motion” and increased public awareness of the PPP and the Vision Zero Action Plan;
- Launched online virtual participation, such as GoToMeeting, Zoom, Microsoft Teams, and Cisco WebEx, to supplement in-person public meetings, workshops, or open houses to maximize the number of people that can be reached by the public participation process;
- Developed a Development Review Interactive Map to assist with prioritizing transportation priority projects.

Required Activities:

- Review PPP and prepare PPP Annual Reports;
- Attend Title VI, ADA, and public involvement training;
- Title VI Plan Review and Update;
- Maintain MPO Website and Vision Zero Website to disseminate information;
- Attend Community Redevelopment Area (CRA) - Neighborhood Advisory Committee (NAC) meetings and other community and partner agency meetings;
- Create newsletters and brochures to inform the public of MPO activities;
- Participate in community events and meetings;
- Promote Bicycle and Pedestrian Safety Education;
- Social Media outreach;
- Develop new MPO Website;
- Public Involvement Activities for MPO work products including LRTP & TIP.

Responsible Agencies:

Martin MPO

Products and Schedule:

- | | |
|---|----------------------------------|
| • Documentation of public involvement efforts | Ongoing |
| • Attend Community/Partner Agency meetings | Ongoing |
| • Website maintenance | Ongoing |
| • Create newsletters and brochures | FY23 & FY24 |
| • Review PPP and Develop Annual Report | 3 rd Qtr. FY23 & FY24 |
| • Attend Title VI, ADA, and public involvement training | Ongoing |
| • Title VI Plan Review and Update | 3 rd Qtr. FY23 & FY24 |
| • Bicycle and Pedestrian Safety Education | Ongoing |
| • Social Media outreach | Ongoing |
| • Develop new MPO Website | FY23 |
| • Public Involvement Activities | Ongoing |

Task 2 PUBLIC INVOLVEMENT AND OUTREACH		
2022/2023		
Funding Source	FHWA	FY 2022/2023 Total
Contract Number	GXX1	
Source Level	PL	
MPO Budget Reference		
Lookup Name	2022/2023 FHWA GXX1 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 46,000	\$ 46,000
		\$ -
Personnel (salary and benefits)	\$ 46,000	\$ 46,000
Consultant		
New Website Design	\$ 40,000	\$ 40,000
Website Maintenance	\$ 4,000	\$ 4,000
		\$ -
Consultant Subtotal	\$ 44,000	\$ 44,000
Total	\$ 90,000	\$ 90,000
2023/2024		
Funding Source	FHWA	FY 2023/2024 Total
Contract Number	GXX1	
Source	PL	
MPO Budget Reference		
Lookup Name	2023/2024 FHWA GXX1 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 40,168	\$ 40,168
		\$ -
Personnel (salary and benefits)	\$ 40,168	\$ 40,168
Consultant		
Website Maintenance	\$ 4,000	\$ 4,000
		\$ -
Consultant Subtotal	\$ 4,000	\$ 4,000
Total	\$ 44,168	\$ 44,168

Task 2: Budget Category Description Detail	
Consultant/Contract Services	
Martin MPO New Website Design	Provide consultant services to develop a new visually appealing, modern, streamlined website that will provide improved navigability and easier public access to information. The website should be coded in a customized content management system (CMS) format so staff can easily make changes and updates to the website content on their own (or assistance from consultant). The new Website should include a number of web pages, graphic design, purchase of images, interactive maps, video embedding or linking, form integrations and interactive and compatible with the Martin MPO Vision Zero Website. The website should also have ability to include interactive calendars, agenda & minutes manger, site search, accessible online forms, consistent design, email alerts, intuitive navigation, and ADA compliance. The website design and development services should include: development of site layout and site plan, visual concept development and graphic design mockups, written content creation assistance and integration with other marketing communication, selection of stock photography, coding programming, and be mobile responsive and adjust to all mobile platforms and be in accordance with Federal and State guidelines.
Website Maintenance	Continue to contract services for hosting the Martin MPO Website. Includes monthly web hosting, support, and domain registration.

TASK 3: Data Collection

Land Use Data Analysis, Socio-economic Data Analysis, Traffic Count/ Transportation Data Collection and Data Analysis

Purpose:

To support data collection efforts that address multimodal planning, including land use, roadway, rail, transit, and bicycle/pedestrian. To analyze social and economic factors as well as the use of land during the planning process. To maintain the traffic volume, turning movements and crash databases on the public roadway network impacting the MPA; and to support data collection efforts that address multimodal planning, including land use, roadway, rail, transit, and bicycle/pedestrian. Task is also funded through in-kind contributions made by Martin County.

Previous Work:

- In FYs 2021 and 2022, the MPO collected, analyzed, and shared transportation-related data such as traffic counts and crashes;
- Prepared environmental justice components including community characteristics for low income households, minorities, persons with limited English proficiency (LEP), disabled population, zero-auto households, and the elderly population as part of the Public Participation Plan;
- Martin County Public Works Department continued to gather traffic count data so that Annual Average Daily Traffic (AADT) counts could be calculated for the collector and arterial roadway system within the MPA. The data was used to help plan roadway improvements that further the safety and security of the system;
- Coordinated with the County's Traffic Division to research and procure two traffic cameras to be used to perform ped/bike counts at intersections for the Vision Zero Action Plan.
- Collected and analyzed crash data using the web-based database Signal Four Analytics, managed by the University of Florida. This crash database was used to collect the crash hotspots in relation to bicyclists and pedestrians.

Required Activities:

- Coordinate with local governments, including during the comprehensive plan updates.
- Conduct GIS analyses and review 2020 census data to assist in planning, including for alternative modes of transportation;
- Acquire big data (such as Origin/Destination, travel time, travel speed, and travel volumes) to support the validation and calibration of the regional model to support the metropolitan transportation planning process;
- Identify locations with high number of traffic crashes (including bike and pedestrian crashes) for safety improvements working with FDOT and Martin County;
- Update the Community Characteristics Report (CCR) to provide a better understanding of our local communities and attain meaningful descriptions of MPO Planning Areas based on Minority, Senior Citizen, Poverty, No Vehicle, and Limited English proficiency (LEP) populations and households. Results of the 2020 U.S. Census will be used for this report;

- Work with County's Traffic Division to access and analyze traffic count data including land use, roadway, rail, transit, and bicycle/pedestrian counts;
- Assist in collecting and analyzing and sharing crash data;
- Work with FDOT to develop the 2020 FHWA Functional Classification and Adjusted Urban Area Map;
- Update Development Review Interactive Map.

Responsible Agencies:

Martin MPO

Martin County Public Works

Products and Schedule:

- | | |
|--|---------------|
| • Local Government Coordination | Ongoing |
| • Plans and Development Review | Ongoing |
| • GIS Analyses and Census Data Review | Ongoing |
| • Update Development Review Interactive Map | Semi-annually |
| • Community Characteristics Report | FY23 |
| • Bicycle/Pedestrian Data Collection | Ongoing |
| • Level of Service review | Ongoing |
| • Traffic Counts | Ongoing |
| • Review Databases | Ongoing |
| • FHWA Functional Classification and Adjusted Urban Area Map | FY23 & FY24 |

Task 3 DATA COLLECTION			
2022/2023			
Funding Source	FHWA	Local	FY 2022/2023 Total
Contract Number	GXX1		
Source Level	PL	Source 1	
MPO Budget Reference			
Lookup Name	2022/2023 FHWA GXX1 (PL)	2022/2023 Local (Source 1)	
Personnel (salary and benefits)			
MPO staff salaries, fringe benefits, and other deductions	\$ 33,000	\$ 103,213	\$ 136,213
			\$ -
Personnel (salary and benefits)	\$ 33,000	\$ 103,213	\$ 136,213
Consultant			
Community Characteristics Report	\$ 30,000		\$ 30,000
Development Review Map	\$ 4,000		\$ 4,000
			\$ -
Consultant Subtotal	\$ 34,000	\$ -	\$ 34,000
Total	\$ 67,000	\$ 103,213	\$ 170,213
2023/2024			
Funding Source	FHWA	Local	FY 2023/2024 Total
Contract Number	GXX1		
Source	PL	Source 1	
MPO Budget Reference			
Lookup Name	2023/2024 FHWA GXX1 (PL)	2023/2024 Local (Source 1)	
Personnel (salary and benefits)			
MPO staff salaries, fringe benefits, and other deductions	\$ 30,500	\$ 105,277	\$ 135,777
			\$ -
Personnel (salary and benefits)	\$ 30,500	\$ 105,277	\$ 135,777
Consultant			
Development Review Map	\$ 4,000		\$ 4,000
			\$ -
Consultant Subtotal	\$ 4,000	\$ -	\$ 4,000
Total	\$ 34,500	\$ 105,277	\$ 139,777

Task 3: Budget Category Description Detail	
Consultant/Contract Services	
Community Characteristics Report	Based on the results of the 2020 Decennial U.S. Census, develop a Community Characteristic Report to re-define the current community demographics and issues that need to be addressed.
Development Review Interactive Map	Update the GIS web application bi-annually that includes all the existing residential and commercial developments within unincorporated Martin County and within Stuart, Sewall's Point, Ocean Breeze, Indiantown, and Jupiter Island. The web mapping application enables all the public and staff to see the spatial relationship between developments through Martin County and assists the MPO Policy Board in setting project priorities.

TASK 4: Long Range Transportation Plan

Purpose:

The Long Range Transportation Plan (LRTP) is developed to cover a 20-year planning horizon and is updated and adopted every five years. The intent and purpose of the LRTP is to ensure that a continuous, cooperative, and comprehensive transportation planning process follows all Federal, State, and local rules and regulations. This long-range process encourages and promotes the safe and efficient management, operation, and development of a multimodal transportation system that serves the mobility needs for both people and freight, while simultaneously minimizing fuel-consumption and air pollution.

Previous Work:

- Prepared, reviewed, and adopted the *Martin in Motion* Martin MPO 2045 LRTP, with a multimodal focus;
- Participated in the Federal Certification that included discussions about the LRTP Cost Feasible Plan;
- Assisted with spreading the word about the 2045 LRTP through the MPO website and also attended project meetings with FDOT staff and the consultant.

Required Activities:

- Implement 2045 LRTP projects;
- Coordinate with other agencies to implement projects identified in the adopted LRTP;
- Modifications/Amendments to adopted LRTP;
- Implementation of FHWA Performance Measures.

Responsible Agencies:

Martin MPO

Products and Schedule:

- | | |
|--------------------------------------|---------------------------|
| • Implement 2045 LRTP Projects | Ongoing |
| • Modify/Amend adopted LRTP | As Needed |
| • Attend Model Task Force Meetings | Ongoing |
| • Performance Measure implementation | Ongoing |
| • Data Sharing among agencies | Ongoing |
| • Begin 2050 LRTP | 4 th Qtr. FY24 |

Task 4 LONG RANGE TRANSPORTATION PLAN		
2022/2023		
Funding Source	FHWA	FY 2022/2023 Total
Contract Number	G2929	
Source Level	PL	
MPO Budget Reference		
Lookup Name	2022/2023 FHWA G2929 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 17,000	\$ 17,000
		\$ -
Personnel (salary and benefits)	\$ 17,000	\$ 17,000
Consultant		
		\$ -
Consultant Subtotal	\$ -	\$ -
Total	\$ 17,000	\$ 17,000
2023/2024		
Funding Source	FHWA	FY 2023/2024 Total
Contract Number	G2929	
Source	PL	
MPO Budget Reference		
Lookup Name	2023/2024 FHWA G2929 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 20,000	\$ 20,000
		\$ -
Personnel (salary and benefits)	\$ 20,000	\$ 20,000
Consultant		
2050 Long Range Transportation Plan	\$ 136,163	\$ 136,163
		\$ -
Consultant Subtotal	\$ 136,163	\$ 136,163
Total	\$ 156,163	\$ 156,163

Task 4: Budget Category Description Detail	
Consultant/Contract Services	
2050 LRTP	Every five years, the MPO is required to review and update the Long Range Transportation Plan (LRTP). The LRTP sets the vision for transportation for all modes of travel throughout the Planning Area and influences projects included in the 5-year Transportation Improvement Program (TIP). The LRTP will include twenty years of projects and funding and provide a complete picture of revenues and costs for the planning horizon. The first five years of projects will be included in the Cost Feasible Plan and financial plan that compares costs to revenues to demonstrate how the plan can be implemented. The MPO will develop a scope of services and begin this work effort at the end of FY24.

TASK 5: Transportation Improvement Program

Purpose:

To develop an annual List of Project Priorities (LOPP), serving as the basis of this five-year capital improvement plan. The project priorities will be coordinated and maintained in a single document reflecting Federal, State, and local funding levels for the Martin County Area.

Previous Work:

- In FYs 2021 and 2022, the MPO prepared an updated Transportation Improvement Program (TIP) including LOPPs;
- The MPO has annually reviewed FDOT's Draft Tentative Five-year Work Program and has coordinated with FDOT. The MPO has also coordinated with local municipalities to include the Capital Improvement Programs. The completed TIP's are submitted to FDOT. Staff worked with FDOT and District 4 MPOs to develop the Interactive TIP.

Required Activities:

- Develop annual List of Project Priorities;
- Review and endorse FDOT's Draft Tentative Work Program;
- Develop annual TIP;
- Utilize Interactive TIP tool;
- Amendments to TIP/STIP;
- Research and review interactive TIP tool options;
- Coordinate with FDOT to ensure consistency with NEPA and ETDM Program Screening;
- Coordinate with local governments on TIP projects;
- Coordinate with FDOT to update FHWA Performance Measures in the Transportation Improvement Program;
- Adoption of new Transit Asset Management (TAM) targets and Safety Performance Targets and inclusion into the TIP.

Responsible Agencies:

Martin MPO

Products and Schedule:

- | | |
|---|--|
| • Development of LOPPs | 3 rd & 4 th Qtr. FY23 & FY24 |
| • Submittal of LOPPs to FDOT | 4 th Qtr. FY23 & FY24 |
| • Review and Endorsement of FDOT's Five-Year Tentative Work Program | 2 nd Qtr. FY23 & FY24 |
| • Develop Annual TIP | 4 th Qtr. FY23 & FY24 |
| • Publish Notice of Public Hearing of DRAFT TIP | 4 th Qtr. FY23 & FY24 |
| • Advisory Committee Reviews | 4 th Qtr. FY23 & FY24 |
| • Annual Publication of the Federally Funded Project Listing | 4 th Qtr. FY23 & FY24 |
| • MPO Approval | 4 th Qtr. FY23 & FY24 |
| • ETDM Training and Study | Ongoing |

- TIP modifications/ amendments
 - Utilize Interactive TIP tool
 - Coordination & Training for Interactive TIP Tool
 - Performance Measure implementation
 - Adoption of new TAM targets and inclusion in the TIP and inclusion into the TIP
 - Adoption of new Transit Safety Performance Targets as identified in the Public Transit Agency Action Plan (PTASP) and inclusion into the TIP
- As Needed
4th Qtr. FY23 & FY24
As Needed
Ongoing
4th Qtr. FY23 & FY24
4th Qtr. FY24

Task 5 TRANSPORTATION IMPROVEMENT PROGRAM		
2022/2023		
Funding Source	FHWA	FY 2022/2023 Total
Contract Number	GXX1	
Source Level	PL	
MPO Budget Reference		
Lookup Name	2022/2023 FHWA GXX1 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 25,000	\$ 25,000
		\$ -
Personnel (salary and benefits)	\$ 25,000	\$ 25,000
Consultant		
Interactive TIP	\$ 7,200	\$ 7,200
		\$ -
Consultant Subtotal	\$ 7,200	\$ 7,200
Total	\$ 32,200	\$ 32,200
2023/2024		
Funding Source	FHWA	FY 2023/2024 Total
Contract Number	GXX1	
Source	PL	
MPO Budget Reference		
Lookup Name	2023/2024 FHWA GXX1 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 25,000	\$ 25,000
		\$ -
Personnel (salary and benefits)	\$ 25,000	\$ 25,000
Consultant		
Interactive TIP	\$ 7,200	\$ 7,200
		\$ -
Consultant Subtotal	\$ 7,200	\$ 7,200
Total	\$ 32,200	\$ 32,200

Task 5: Budget Category Description Detail	
Consultant/Contract Services	
Interactive TIP	Consulting services include data base management, hosting of the Interactive TIP and data transfer from the FDOT's Work Program. The Interactive TIP is an intuitive software application that helps MPOs comply with Federal Transportation Improvement Program (TIP) reporting requirements for Federal and State funds. The software is a tool for all TIP users, especially the general public, to review TIP projects better and more easily.

TASK 6: Transportation Systems Planning

Bicycle, Pedestrian and Greenways Planning, Transit Planning, Congestion Management/Livability Planning, and Freight and Intermodal Planning

Purpose:

To implement a comprehensive approach to developing and implementing an integrated multi-modal system, including sidewalks, bikeways/cycle tracks, bicycle lanes, shared-use pathways, trails, complete streets, transit, and freight into the transportation system throughout Martin County while managing congestion and creating livable communities. To develop, implement and maintain the MPO's Congestion Management Process (CMP) including implementation of CMP projects which support all modes of transportation. Collaborating with FDOT's Planning & Environmental Management (PEMO) staff on their CMP results and recommendations from their Districtwide Congestion Assessment effort.

Previous Work:

- Developed a Vision Zero Action Plan recommending safety countermeasures (infrastructure and non-infrastructure) based on the identification of potential hot spots for bicycle and pedestrian crashes through the county, including crash type analysis. The focus areas included Safe Street, Culture and Evaluation & Accountability;
- Collected and analyzed bicycle and pedestrian counts and crash data, during the development of the Vision Zero Action Plan, that assisted with developing counter measures at select locations to create safer, more convenient, and attractive bicycle and walking environments. This incorporated three focus areas in the Vision Zero Action Plan initiatives to move towards reducing traffic fatalities and serious injuries to zero;
- Conducted outreach initiatives and held multiple virtual bicycle and pedestrian safety campaigns to target diverse groups of individuals and promote safe walking and bicycling on busy roadway corridors. The virtual safety campaigns focused on key components for nighttime visibility safety awareness and mid-block safety and were published in the County Connection Digital Newsletter, Martin MPO's Martin in Motion social media account and South Florida Commuter Services (SFCS) social media accounts;
- Organized and held Public Meetings and Stakeholder Meetings for both the Hobe Sound North Corridor Shared-Use Nonmotorized (SUN) Trail Feasibility Study and Vision Zero Action Plan.
- Participated in the FDOT Mobility Week and Love to Ride Florida Challenge;
- Coordinated the annual Bike to Work/"Win" Event(s), where individuals participated virtually and recorded their mileage and/or posted to social media;
- Organized an annual Walk to School Day and provided safety bags to the Principal to distribute to the students due to COVID-19;
- Obtained bicycle/pedestrian safety resources from FDOT and the University of Florida PedBike Resource Center for distribution to local schools;

- Undertaken numerous planning and implementation activities, including Transportation Enhancement grant applications, stakeholder and public meetings for the Hobe Sound North Corridor SUN Trail Feasibility Study, and the Vision Zero Action Plan;
- Included recommendations from the Complete Streets: Access to Transit Study's 10 candidate projects to use for different project corridors under development;
- Served as the Designated Official Planning Agency (DOPA) for Martin County. The MPO provided staff support to the Community Transportation Coordinator (CTC), and to the Local Coordinating Board for the Transportation Disadvantaged (LCB-TD);
- Advertised and held annual Public Workshops for the LCB-TD;
- Submitted TD grant quarterly reports, as required by State Law, and worked with the CTC to provide quarterly progress reports to the LCB-TD;
- Worked with Martin County staff to update the Transportation Element of the Martin County Comprehensive Plan and to address Transportation Demand Management (TDM) components of Development Review;
- Prepared Quarterly Progress Reports and invoices for the 5305(d) grant;
- Partnered with Chambers of Commerce through the membership of the Transportation Committee of Stuart/Martin County Chamber of Commerce. In addition, the Hobe Sound Chamber of Commerce served as a stakeholder during the development of Hobe Sound North Corridor SUN Trail Feasibility Study and the Stuart/Martin Chamber served as a stakeholder during the development of the Vision Zero Action Plan.

Required Activities:

- Work with partner agencies to ensure the needs of non-motorist travelers are being considered;
- Implement recommendations from the 2017 Bicycle, Pedestrian and Trails Master Plan;
- Pursue grant funding or assist local governments with grant applications such as Transportation Alternatives Program (TAP) and Shared-Use Nonmotorized (SUN) Trail Network Program for non-motorized improvements;
- Collaborate with community partners on Complete Streets implementation;
- Evaluate programmed projects that go through Electronic Review Comments (ERC) System;
- Coordinate with governments, agencies, and organizations on planning, prioritizing, and funding bicycle/pedestrian/greenways facilities, including the Sailfish Capital Trail, part of the East Coast Greenway;
- Work with community groups and local governments to develop bicycle/pedestrian awareness and traffic safety;
- Organize events to promote walking and bicycling as an important mode of transportation;
- Implement and participate in Vision Zero Action Plan initiatives to move towards reducing traffic fatalities and serious injuries to zero;
- Develop a Targeted Public Outreach Campaign to communicate transportation alternatives to the Older Population in Martin County; including PSAs, safety campaigns and programs with partner agencies to facilitate equitable access to affordable, safe, carefree, reliable modal choices/options/alternatives as part of Vision Zero Action Plan initiatives;

- Assist in collecting, analyzing, and sharing bicycle and pedestrian counts and crash data over multiple years;
- Print and distribute 2023 Bicycle and Pedestrian Facilities Maps;
- Staff the Local Coordinating Board for the Transportation Disadvantaged (LCB-TD);
- Transportation Disadvantaged Service Plan (TDSP) Annual Update;
- Prepare CTC Evaluations;
- Prepare TD Planning Grant Quarterly Progress Reports and invoices;
- Attend conferences, workshops, and training;
- Develop Transit Efficiency Study to evaluate Martin County's existing fixed transit services (MARTY), and to do a market demand analysis and regional mobility assessment;
- Prepare Transit Development Plan Major Update;
- Coordinate with Martin County Public Transit (MCPT) to analyze data for Transit System Planning projects and to identify connectivity gaps in the bus service;
- Meet public participation requirements for the MCPT Program of Projects (POP);
- Adopt MCPT's Public Transportation Agency Safety Plan (PTASP) safety targets and include in TIP and LRTP;
- Adopt the Transit Asset Management (TAM) plan performance targets and include in TIP and LRTP;
- Coordinate with other agencies on planning activities;
- Continue to provide planning services as the DOPA to the Florida Commission for the Transportation Disadvantaged (CTD) for the Transportation Disadvantaged (TD) Program in accordance with Chapter 427, Florida Statutes and Rule 41-2;
- CMP project implementation, including analyzing improvements along US-1 that integrate transit accessibility and walkability and emerging technologies that support transit (See Task 7);
- CMP project implementation;
- US-1 Congestion Management Strategies/Public Outreach Study;
- Support transit and/or TSM&O strategies to improve corridor carrying capacity for person trips;
- Identify congestion management and livability planning strategies to reduce congestion, improve mobility and address multimodal transportation options;
- Collaborate with FDOT's Transportation Systems Management and Operations (TSM&O) staff in developing the TSM&O strategies and identifying the investments needed;
- Collaborate with County Public Works Staff and utilize Intelligent Transportation System to assist in data collection for monitoring and improving traffic flows;
- Continue MPO participation in implementation of the Florida Transportation Plan (FTP) and in planning and implementation efforts for the FDOT 2045 Strategic Intermodal System (SIS) Plan;
- Continue System Connectivity efforts such as coordination with member jurisdictions to identify their connectivity needs and emphasize continuity on facilities that link to other metropolitan and rural areas.

Responsible Agencies:

Martin MPO

Martin County Public Works

Products and Schedule:

- | | |
|--|--|
| • Attend Advisory Committees Meetings | Bi-monthly |
| • Coordinate Bicycle and Pedestrian Safety and Data Analysis | Ongoing |
| • Agency project review and coordination | Ongoing |
| • Public Safety Awareness | Ongoing |
| • Implement Vision Zero Action Plan Initiatives | Ongoing |
| • Review Bicycle and Pedestrian Counts | Ongoing |
| • Transit Efficiency Study | FY23 |
| • Update & print Bicycle and Pedestrian Facilities Maps | 4 th Qtr. FY23 |
| • LCB Meetings | Quarterly |
| • LCB Annual Public Workshop | 1 st Qtr. FY23 & FY24 |
| • CTC Evaluation | 4 th Qtr. FY23 & FY24 |
| • Annual CTD Conference and Business Meeting | 1 st & 2 nd Qtr. FY23 & FY24 |
| • TD Progress Reports, invoicing, meeting attendance | Quarterly |
| • TDSP Annual Update | 4 th Qtr. FY23 & FY24 |
| • Transit Development Plan | FY23 & FY24 |
| • MCPT Program of Projects (POP)/Public Involvement | 3 rd & 4 th Qtr. FY23 & FY24 |
| • Adopt MCPT's PTASP targets and inclusion into the TIP & LRTP | 4 th Qtr. FY23 & FY24 |
| • Adopt new TAM targets and inclusion into the TIP & LRTP | 4 th Qtr. FY23 |
| • MPO staff related training | Ongoing |
| • CMP improvements recommended for funding | Ongoing |
| • US-1 Congestion Management Strategies/Public Outreach | FY23 |
| • Meetings of the MPOAC Freight & Rail Committee | Ongoing |
| • Coordinate with Chambers of Commerce | Ongoing |

Task 6 TRANSPORTATION SYSTEMS PLANNING					
2022/2023					
Funding Source	FHWA	CTD	FFY 21 FTA 5305(d)	FFY 21 FTA 5305(d)	FY 2022/2023 Total
Contract Number	G2929	G2965	G1V44	G2174	
Source Level	PL	State	Federal	Federal	
MPO Budget Reference					
Lookup Name	2022/2023 FHWA G2929 (PL)	2022/2023 CTD G2965 (State)	2022/2023 FFY 21 FTA 5305(d) G1V44	2022/2023 FFY 21 FTA 5305(d) G2174	
Personnel (salary and benefits)					
MPO staff salaries, fringe benefits, and other deductions	\$ 107,500	\$ 23,000	\$ 23,000		\$ 153,500
					\$ -
Personnel (salary and benefits)	\$ 107,500	\$ 23,000	\$ 23,000	\$ -	\$ 153,500
Consultant					
Bicycle and Pedestrian Facility Map	\$ 2,500				\$ 2,500
US-1 Congestion Management Strategies: Public Outreach	\$ 120,000				\$ 120,000
Transit Efficiency Study			\$ 12,803	\$ 33,197	\$ 46,000
Transit Development Plan	\$ 68,306			\$ 31,000	\$ 99,306
					\$ -
Consultant Subtotal	\$ 190,806	\$ -	\$ 12,803	\$ 64,197	\$ 267,806
Total	\$ 298,306	\$ 23,000	\$ 35,803	\$ 64,197	\$ 421,306
2023/2024					
Funding Source	FHWA	CTD	FFY 21 FTA 5305(d)	FY 21 FTA 5305(d)	FY 2023/2024 Total
Contract Number	G2929	G2965	G1V44	G2174	
Source	PL	State	Federal	Federal	
MPO Budget Reference					
Lookup Name	2023/2024 FHWA G2929	2023/2024 CTD G2965 (State)	2023/2024 FFY 21 FTA 5305(d)	2023/2024 FFY 21 FTA 5305(d)	
Personnel (salary and benefits)					
MPO staff salaries, fringe benefits, and other deductions	\$ 189,432	\$ 23,000			\$ 212,432
					\$ -
Personnel (salary and benefits)	\$ 189,432	\$ 23,000	\$ -	\$ -	\$ 212,432
Consultant					
Transit Development Plan	\$ 55,306				\$ 55,306
Bicycle and Pedestrian Facility Map	\$ 22,500				\$ 22,500
Consultant Subtotal	\$ 77,806	\$ -	\$ -	\$ -	\$ 77,806
Total	\$ 267,238	\$ 23,000	\$ -	\$ -	\$ 290,238

Task 6: Budget Category Description Detail	
Consultant/Contract Services	
Update and Print Bicycle and Pedestrian Facilities Map	Consultant will develop a 2023 Bicycle and Pedestrian Facilities Map, a color, double-sided 24"x36" map that folds roughly 5"x8" in size, which illustrates the following existing facilities: sidewalks along main roads, bike lanes, paved shoulders, multi-modal paths and points of interest on one side. On the other side, the map includes safety tips, bicycle laws and different bicycle facility types. The Map will serve as an updated reference for cyclists and pedestrians for traveling on the roadway in Martin County, as determined through data analysis, interagency coordination, and public involvement. The Map included a web-based application for an interactive map of the existing and future facilities and points of interest.
US-1 Congestion Management Strategies/ Public Outreach Study	Consultant will prepare a US-1 Congestion Management Strategies/Public Outreach Study for the US-1 Corridor to explore the full range techniques including investments that encourage the use of non-auto modes, Complete Streets and Transportation Demand Management (TDM) and manage congestion on the US-1 in Martin County. The City of Stuart's Master Plan for US-1, City of Stuart's Gateway Triangle District and FDOT's Multimodal US-1 Corridor Study will be explored for implementation strategies. The public outreach will address safety improvements and congestion mitigation concerns that adjacent businesses express.
Transit Efficiency Study	Consultant will prepare a Transit Efficiency Study that examines how the transit system can become more efficient and determine service integration opportunities for Martin County Public Transit. The Study will identify strategies that will most effectively improve passenger experience, efficiently expand services through micro-transit to areas not currently served, as well as reduce operating and capital costs. The study will help the local governments in Martin County ensure that public services are efficient, effective, and evolving to meet changing transportation trends and technology, all while prioritizing access to jobs, healthcare, and education to drive economic development. Recommendations from this Study will be included in the Martin County Transit Development Plan (TDP) identified in this UPWP.
Transit Development Plan Major Update	The State requires a Major Update of the Transit Development Plan (TDP) every five years. Martin County completed its TDP Major Update in August 2019. The TDP has a ten-year planning horizon and is intended to support the development of an effective multi-modal transportation system in Martin County and surrounding areas. The TDP was completed for 2020-2029 with the intent of enhancing the overall quality of life of Martin County residents, workers, and visitors by providing a safe, accessible, reliable, interconnected, and attractive public transportation system to meet the community's growing needs. The County has requested the MPO's assistance with the development of the next TDP Major Update. Consultant tasks for a Major Update include the following: Public Involvement Process, Situational Appraisal, Demand Estimation, Assessment of Land Use and Urban Design Patterns, Mission and Goals, Exploration and Alternatives and Ten-Year Implementation Program.

TASK 7: Special Project Planning

Corridor Planning, Resiliency/Climate Change Impact and Emerging Mobility

Purpose:

To support connectivity and increased mobility options by providing multimodal transportation corridors including sidewalks, bicycle paths and lanes, and transit infrastructure. Assist in future planning and decision-making process for Resiliency and Climate Impact on the transportation system and the influence of emerging mobility on the multi-modal transportation system.

Previous Work:

- Worked together with FDOT on several US-1 Resurfacing, Restoration and Rehabilitation (RRR) projects to maximum Complete Streets components;
- Utilized NOAA sea level rise projections for incorporation as part of the 2045 LRTP;
- Entered into a contract for Professional Services to develop a Transportation Network Resiliency Study to examine Vulnerability Assessment methodology that identifies critical infrastructure in the MPO's transportation network.

Required Activities:

- Transportation Network Resiliency Study – Phase One Finalization;
- US-1/SW Palm City Road Intersection Improvement Feasibility Study;
- Strategic Plan that includes an annual reporting process;
- Emerging Mobility Readiness Study that includes advances in communication and automation technology that results in new mobility options.

Responsible Agencies:

Martin MPO, FDOT

Products and Schedule:

- | | |
|--|---------------------------|
| • Transportation Network Resiliency Study, Phase 1 finalization | 2 nd Qtr. FY23 |
| • US-1/Palm City Road Intersection Improvement Feasibility Study | FY23 |
| • Strategic Plan Development | FY24 |
| • Emerging Mobility Readiness Study | FY24 |

Task 7 SPECIAL PROJECT PLANNING		
2022/2023		
Funding Source	FHWA	FY 2022/2023 Total
Contract Number	G2929	
Source Level	PL	
MPO Budget Reference		
Lookup Name	2022/2023 FHWA G2929 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 52,500	\$ 52,500
		\$ -
Personnel (salary and benefits)	\$ 52,500	\$ 52,500
Consultant		
Resiliency Study - Phase 1 Finalization	\$ 20,000	\$ 20,000
US-1/Palm City Road Intersection	\$ 65,000	\$ 65,000
		\$ -
Consultant Subtotal	\$ 85,000	\$ 85,000
Total	\$ 137,500	\$ 137,500
2023/2024		
Funding Source	FHWA	FY 2023/2024 Total
Contract Number	G2929	
Source	PL	
MPO Budget Reference		
Lookup Name	2023/2024 FHWA G2929 (PL)	
Personnel (salary and benefits)		
MPO staff salaries, fringe benefits, and other deductions	\$ 70,000	\$ 70,000
		\$ -
Personnel (salary and benefits)	\$ 70,000	\$ 70,000
Consultant		
Strategic Plan	\$ 30,000	\$ 30,000
Emerging Mobility Readiness Study	\$ 60,000	\$ 60,000
		\$ -
Consultant Subtotal	\$ 90,000	\$ 90,000
Total	\$ 160,000	\$ 160,000

Task 7: Budget Category Description Detail	
Consultant/Contract Services	
Continuation of Transportation Network Resiliency Study	Consultant to finalize the Transportation Network Resiliency Study Phase 1, which began in FY22 as identified in the FY21-FY22 UPWP.
US-1/Palm City Road Intersection Improvement Feasibility Study	Consultant will prepare a feasibility study for safety improvements at the intersection of US-1/Palm City Road to consider reconstructing the southbound US-1 right by eliminating the free-flow right and replacing it with a hard right turn lane at the signalized intersection.
Strategic Plan	The five-year strategic plan will be developed to direct the business over a long period. The Plan will define specific, incremental steps that will be initiated, monitored for timely progress, and annually reported to the Martin MPO Policy Board and the public. By developing a Strategic Plan, priorities are clearly communicated for the MPO to follow. Metrics are created for measuring progress on each action to achieve the strategic outcome efficiently and cost-effectively. The strategic plan would be developed with an annual reporting process that includes a "report card" system that summarizes the MPO's performance in relation to the UPWP tasks.
Emerging Mobility Readiness Study	The consultant is to prepare a study that assists the County in the preparation for the opportunities and impacts of emerging mobility technology. These technologies include automated vehicles, connected vehicles, electric vehicles, ride-sharing, and the emergence of micro-mobility options. This will include an assessment of the County's preparedness to adapt and adopt to new technologies, and recommendations on how the county and its local governments can better plan for the integration of emerging mobility options.

TASK 8: Regional Planning

Regional Transportation Planning and Coordination

Purpose:

To support a regional transportation planning process while considering both local and regional transportation needs and ensuring multi-jurisdictional coordination for the Treasure Coast urbanized area. Assist in future planning and decision-making process for Regional Corridor Planning.

Previous Work:

- Attended the Treasure Coast Transit Meetings (TCTMs);
- Participated in the validation process of the Treasure Coast Regional Planning Model (TCRPM);
- Attended Treasure Coast Regional Planning Council, MPOAC, St. Lucie TPO Board/Advisory Committee, Treasure Coast Technical Advisory Committee (TCTAC), Treasure Coast Transportation Council (TCTC), and Palm Beach TPA BPAC Meetings.
- Coordinated with St. Lucie TPO and FDOT in the development of the Transportation Systems management and Operation (TSM&O) Master for the Treasure Coast.

Required Activities:

- Attend staff TCTC and TCTAC meetings;
- Attend regional meetings for regional collaboration;
- Work with other agencies and stakeholder groups on regional significant projects, such as Greenways and Blueways;
- Coordinate with neighboring MPOs and other government agencies;
- Coordinate with neighboring MPOs during the LRTP development;
- Development of the 2045 RL RTP with coordination of partner agencies (St. Lucie TPO and Indian River MPO) to improve planning across county lines, amend or update the regional long range plan and prioritize regionally significant projects. Specific activities include participating in TCTAC meetings and developing regional public involvement and freight elements;
- Prepare and submit Transportation Regional Incentive Program (TRIP) Grant ;
- Continue contact with neighboring MPOs, including attending meetings of the South East Florida Transportation Council (SEFTC) and the Regional Transportation Technical Advisory Committee (RTTAC).

Responsible Agencies:

Martin MPO, FDOT, St. Lucie TPO, Indian River MPO, TCRPC

Products and Schedule:

- | | |
|---|-------------|
| • TCTC Meetings | FY23 & FY24 |
| • TCTAC Meetings | FY23 & FY24 |
| • Attend other agency and regional meetings | Ongoing |
| • 2045 RL RTP Development * | FY23 |

- TRIP grant

3rd Qtr. FY 23 & FY 24

* One-time cost sharing for Treasure Coast Memorandum of Understanding (MOU) (funds to be received from St. Lucie TPO and Indian River MPO) Regional Planning Activities. MOU Participant Members: Martin MPO, St. Lucie TPO, and Indian River MPO.

8 REGIONAL PLANNING			
2022/2023			
Funding Source	FHWA	Local	FY 2022/2023 Total
Contract Number			
Source Level	PL	Local Transfers	Total
Detail		Partner Transfers to Martin MPO	
Personnel (salary and benefits)			
MPO staff salaries, fringe benefits, and other deductions	\$ 30,000		\$ 30,000
			\$ -
Personnel (salary and benefits)	\$ 30,000	\$ -	\$ 30,000
Consultant			
2045 Regional Long Range Transportation Plan	\$ 20,000	\$ 40,000	\$ 60,000
			\$ -
Consultant Subtotal	\$ 20,000	\$ 40,000	\$ 60,000
Total	\$ 50,000	\$ 40,000	\$ 90,000
2023/2024			
Funding Source	FHWA		FY 2023/2024 Total
Contract Number			
Source Level	PL		Total
Detail			
Personnel (salary and benefits)			
MPO staff salaries, fringe benefits, and other deductions	\$ 20,000		\$ 20,000
			\$ -
Personnel (salary and benefits)	\$ 20,000	\$ -	\$ 20,000
Consultant			
			\$ -
Consultant Subtotal	\$ -	\$ -	\$ -
Total	\$ 20,000	\$ -	\$ 20,000

Task 8 : Budget Category Description Detail

Consultant/Contract Services	
2045 RL RTP	<p>Finalize the 2045 Regional Long Range Transportation Plan (RLRTP) for adoption by the TCTC in FY22/23. Specific activities include:</p> <ul style="list-style-type: none"> • Participating in Treasure Coast Technical Advisory Committee (TCTAC) meetings, (the formal technical advisory committee to the TCTC) • Developing regional public involvement and freight elements <p>The MPO will contribute up to \$20,000 to the Martin MPO in 22/23 for plan development.</p>

8 REGIONAL PLANNING Detailed Breakdown					
2022/2023					
Funding Source	Transfer from		FHWA		FY
Source Level			PL	Total	2022/2023
MPO Budget Reference					
2045 Regional Long Range Transportation Plan					
<i>Lead Agency:</i>	Martin MPO	No	\$ 20,000	\$ 20,000	\$ 20,000
<i>(Other contributing Agencies)</i>	Indian River MPO	Yes	\$ 20,000	\$ 20,000	\$ 20,000
	St. Lucie TPO	Yes	\$ 20,000	\$ 20,000	\$ 20,000
2045 Regional Long Range Transportation Plan Subtotal			\$ 60,000	\$ 60,000	\$ 60,000
Total			\$ 60,000	\$ 60,000	\$ 60,000

MARTIN FY23 and FY24 UPWP FHWA PL FUNDING BUDGET

FY19 and FY20 UPWP Close-out	\$327,027
TX contribution	<u>- 9,229</u>
Revised F19 and FY20 UPWP Close-out	\$317,798
FHWA FY23 PL Allocation based on IJJA	\$519,732
FY23 PL Amount related to CPG	+ 75,638
De-obligation of funds from FY22	<u>+ 78,000</u>
Available PL Amount for FY23	\$991,168
FY23 Budget	<u>- 841,168</u>
Carry forward to FY24	\$150,000
FHWA FY24 PL Allocation	+485,887
FY24 PL Amount related to CPG	<u>+ 75,638</u>
Available PL Amount for FY24	\$711,525
FY24 Budget	<u>- 711,521</u>
	\$4

SUMMARY BUDGET TABLES

Table 1A: Agency Participation FY 22/23 & FY 23/24

Agency Participation

Funding Source Contract	CTD G2965		FFY 21 FTA 5305(d) G1V44		FFY 21 FTA 5305(d) G2174		FHWA G2929		FHWA		Local	
	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024	2022/2023	2023/2024
Total Budget	\$ 23,000	\$ 23,000	\$ 35,803	\$ -	\$ 64,197	\$ -	\$ 791,168	\$ 842,484	\$ 50,000	\$ 20,000	\$ 143,213	\$ 105,277
Task 1 UPWP AND ORGANIZATION ADMINISTRATION												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,562	\$ 90,915	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,300	\$ 11,500	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -
Direct Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,800	\$ 20,800	\$ -	\$ -	\$ -	\$ -
Indirect Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,162	\$ 148,215	\$ -	\$ -	\$ -	\$ -
Task 2 PUBLIC INVOLVEMENT AND OUTREACH												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,000	\$ 40,168	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 44,168	\$ -	\$ -	\$ -	\$ -
Task 3 DATA COLLECTION												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000	\$ 30,500	\$ -	\$ -	\$ 103,213	\$ 105,277
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,000	\$ 34,500	\$ -	\$ -	\$ 103,213	\$ 105,277
Task 4 LONG RANGE TRANSPORTATION PLAN												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,163	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ 156,163	\$ -	\$ -	\$ -	\$ -
Task 5 TRANSPORTATION IMPROVEMENT PROGRAM												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200	\$ 7,200	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,200	\$ 32,200	\$ -	\$ -	\$ -	\$ -
Task 6 TRANSPORTATION SYSTEMS PLANNING												
Personnel (salary and benefits)	\$ 23,000	\$ 23,000	\$ 23,000	\$ -	\$ -	\$ -	\$ 107,500	\$ 189,432	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 12,803	\$ -	\$ 64,197	\$ -	\$ 190,806	\$ 77,806	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 23,000	\$ 23,000	\$ 35,803	\$ -	\$ 64,197	\$ -	\$ 298,306	\$ 267,238	\$ -	\$ -	\$ -	\$ -
Task 7 SPECIAL PROJECT PLANNING												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,500	\$ 70,000	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ 90,000	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,500	\$ 160,000	\$ -	\$ -	\$ -	\$ -
8 REGIONAL PLANNING												
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 20,000	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 40,000	\$ -
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 20,000	\$ 40,000	\$ -
TOTAL PROGRAMMED	\$ 23,000	\$ 23,000	\$ 35,803	\$ -	\$ 64,197	\$ -	\$ 791,168	\$ 842,484	\$ 50,000	\$ 20,000	\$ 143,213	\$ 105,277

Table 2A: Funding Source FY 22/23 & FY 23/24

Funding Source

Contract	Funding Source	Source Level			FY 2022/2023 Funding Source				FY 2023/2024 Funding Source				
			2022/2023	2023/2024	Soft Match	Federal	State	Local	Soft Match	Federal	State	Local	
G2965	CTD	State	\$ 23,000	\$ 23,000	\$ -	\$ -	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ 23,000.00	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		CTD G2965 TOTAL	\$ 23,000	\$ 23,000	\$ -	\$ -	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ 23,000	\$ -
G1V44	FFY 21 FTA 5305(d)	Federal	\$ 35,803	\$ -	\$ 8,950.75	\$ 35,803.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FFY 21 FTA 5305(d) G1V44 TOTAL	\$ 35,803	\$ -	\$ 8,951	\$ 35,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G2174	FFY 21 FTA 5305(d)	Federal	\$ 64,197	\$ -	\$ 16,049.25	\$ 64,197.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FFY 21 FTA 5305(d) G2174 TOTAL	\$ 64,197	\$ -	\$ 16,049	\$ 64,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G2929	FHWA	PL	\$ 791,168	\$ 842,484	\$ 174,495.37	\$ 791,168.00	\$ -	\$ -	\$ 185,813.33	\$ 842,484.00	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		FHWA G2929 TOTAL	\$ 791,168	\$ 842,484	\$ 174,495	\$ 791,168	\$ -	\$ -	\$ 185,813	\$ 842,484	\$ -	\$ -	
	FHWA	PL	\$ 50,000	\$ 20,000	\$ 11,027.71	\$ 50,000.00	\$ -	\$ -	\$ 4,411.08	\$ 20,000.00	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		FHWA TOTAL	\$ 50,000	\$ 20,000	\$ 11,028	\$ 50,000	\$ -	\$ -	\$ 4,411	\$ 20,000	\$ -	\$ -	
	Local	Local Transfers	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
		Source 1	\$ 103,213	\$ 105,277	\$ -	\$ -	\$ -	\$ 103,213.00	\$ -	\$ -	\$ -	\$ 105,277.00	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Local TOTAL	\$ 143,213	\$ 105,277	\$ -	\$ -	\$ -	\$ 143,213	\$ -	\$ -	\$ -	\$ 105,277	
TOTAL			\$ 1,107,381	\$ 990,761	\$ 210,523	\$ 941,168	\$ 23,000	\$ 143,213	\$ 190,224	\$ 862,484	\$ 23,000	\$ 105,277	

APPENDIX A

Noteworthy Practices

Part 1 Section 5: Noteworthy Practices & Achievements

One purpose of the certification process is to identify improvements in the metropolitan transportation planning process through recognition and sharing of noteworthy practices. Please provide a list of the MPOs noteworthy practices and achievements below.

National Conference Presentations

Beth Beltran, MPO Administrator, presented at one national conference in 2021. The Association of Metropolitan Planning Organizations (AMPO) Annual Conference was held in Scottsdale, Arizona. AMPO serves the needs and interests of over 400 MPOs nationwide, offering technical assistance and a forum for transportation policy development. The presentation titled "Movement of Goods" provided an overview of the Martin MPO Freight and Goods Movement Plan that won a national award for Outstanding Overall Achievement by a Small TMA MPO. The plan explored conditions to leverage the transportation network to support economic development and the integration of freight into the multi-modal network.

Freight Transportation Advisory Committee

The Martin MPO developed an award-winning Freight and Goods Movement Plan in October 2020. One of the recommendations that came out of this plan was to establish a Freight Transportation Advisory Committee (FTAC), to help the Martin MPO gain input from stakeholders in the freight and goods movement industry. This Advisory Committee has been a success, with high attendance at its two meetings in 2021. Moving forward, the Martin MPO FTAC will provide input on the List of Project Priorities, the Transportation improvement Program, and other MPO studies as they relate to freight and goods movement.

Outstanding Coordinating Board of the Year Award

The Florida Commission for the Transportation Disadvantaged recently recognized the Martin County Local Coordinating Board (LCB) as the 2021 Outstanding Coordinating Board of the Year, for demonstrating dedication and support of the local Transportation Disadvantaged (TD) program. Efforts that were considered for the award were the leadership of the LCB, oversight of costs, evaluation of the Community Transportation Coordinator (CTC), handling of grievances, as well as member attendance and participation at LCB meetings.

Federal Certification Review

The Martin MPO had its Federal Certification Review in March 2021. On December 13, 2021, the Martin MPO received its close-out report. The Federal Highway Administration and Federal Transit Agency have found no corrective actions in this review and had minimal recommendations. The Martin MPO is now certified till September 2025.

PPP Major Update

This Public Participation Plan (PPP) is intended to outline the expectations for public engagement during the MPO's transportation planning and decision-making activities. It

provides a framework for the MPO's goal of carrying out an ongoing process through which public involvement is regularly identified and considered. In particular, the PPP outlines the audience, intent, tools, and expectations for proactive public outreach and engagement on transportation issues. It includes the objectives that will be used to guide the public involvement process and the measures that will be used to evaluate its performance. This PPP also includes multiple strategies that will consistently be used to engage the public in the transportation planning process and the variety of outreach techniques available to the MPO. Overall, this plan defines how the Martin MPO will effectively engage the public and gather valuable feedback on transportation issues affecting them.

Virtual Safety Campaign

Staff continued the Bicycle and Pedestrian Virtual Safety Awareness messages with key components for Nighttime Visibility Safety, Mid-Block Safety, Bicycle Safety and Pedestrian Safety as part of the Martin MPO Vision Zero Action Plan. Awareness Messages continued to be published in the County Connection Digital Newsletter and the Martin MPO Martin in Motion Social Media Account. In July, the MPO promoted the National Bike Challenge that ran through the end of September 2021 through social media. This post had 1,678 impressions, 128 likes, 2 comments and 4 shares.

Projects Underway

Vision Zero Action Plan

The development of a Vision Zero Action Plan is underway to create a plan that includes several required activities that recommend safety countermeasures (infrastructure and non-infrastructure) based on the identification of potential hot spots for bicycle and pedestrian crashes throughout the county. The consultant has developed an interactive map and Vision Zero Website that includes crash-data analysis, Vision Zero goals and strategies that are based around three focus areas: Safe Streets (Speed Management, Countermeasures and Enforcement), Culture (Education and Encouragement) and Evaluation & Accountability. This Action Plan is planned to be completed by June 2022.

Hobe Sound North Corridor SUN Trail Study

On November 10, 2021, the Martin MPO held a Public Meeting for the Hobe Sound North Corridor SUN Trail Study. The meeting was a success, with over 30 members of the public in attendance. The Martin MPO received many public comments on the study, which will now be used to help steer the project. A best practice moving forward will be to continue scheduling public meetings/open houses for MPO studies before or after Neighborhood Advisory committee (NAC) meetings, or other scheduled events/meetings, so that the MPO can reach a larger audience.

Martin County Development Review Interactive Map

In cooperation with Martin County and its municipalities, a consultant is developing a Martin County Development Review Interactive Map to track County and municipal developments within Martin County. This map will provide continuously updated data that will enable the

Martin MPO to coordinate and prioritize future planning projects within Martin County based on future developments.

APPENDIX B

Joint Certification & Statements and Assurances

Debarment and Suspension

Lobbying

DBE

Title VI

Appendix A&E

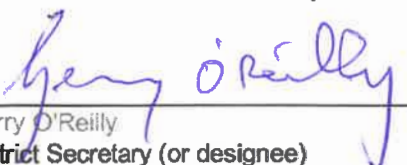
**JOINT CERTIFICATION STATEMENT ON THE METROPOLITAN
TRANSPORTATION PLANNING PROCESS**

Pursuant to the requirements of 23 U.S.C. 134(k)(5) and 23 CFR 450.334(a), the Department and the MPO have performed a review of the certification status of the metropolitan transportation planning process for the Martin MPO with respect to the requirements of:


1. 23 U.S.C. 134 and 49 U.S.C. 5303;
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of the FAST Act and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and
9. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on 01/24/22.

Based on a joint review and evaluation, the Florida Department of Transportation and the Martin MPO recommend that the Metropolitan Planning Process for the Martin MPO be certified.


Name: Gerry O'Reilly
Title: District Secretary (or designee)

5/4/2022
Date



Name: Roy McDonald
Title: MPO Chairman (or designee)

February 21, 2022
Date

DEBARMENT and SUSPENSION CERTIFICATION

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

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



Name: Troy McDonald
Title: MPO Chairman (or designee)

February 21, 2022

Date

LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

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

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



Name: Troy McDonald
Title: MPO Chairman (or designee)

February 21, 2022
Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

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

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

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



Name: Troy McDonald
Title: MPO Chairman (or designee)

February 21, 2022

Date

TITLE VI/ NONDISCRIMINATION ASSURANCE

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

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

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

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



Name: Troy McDonald
Title: MPO Chairman (or designee)

February 21, 2022
Date

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

APPENDIX C

FTA 5305(d) Grant Agreements

Exhibit 1: Contract Number G1V44

Exhibit 2: Contract Number G2174

Exhibit 3: Resolution 22-05

Exhibit 4: TD Planning Grant Application

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Financial Project Number(s): (item-segment-phase-sequence) <u>413733-3-14-01</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) — Transit only: _____	FLAIR Category: <u>088774</u> Object Code: <u>780000</u> Org. Code: <u>55042010429</u> Vendor Number: <u>VF596000743036</u>
G1V44 _____	Federal Award Date: _____	
Contract Number: _____	Agency DUNS Number: <u>71 304562</u>	
CFDA Number: <u>20.505</u>	CFDA Title: <u>Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research</u>	
CSFA Number: <u>N/A</u>	CSFA Title: <u>N/A</u>	

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into April 28, 2021 _____, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County MPO, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

Aviation

Seaports

Transit

Intermodal

Rail Crossing Closure

Match to Direct Federal Funding (Aviation or Transit)

(Note: Section 15 and Exhibit G do not apply to federally matched funding)

Other

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

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

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- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Additional Exhibit(s):

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

- 5. Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
- 7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$65,978. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$65,978 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

 Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

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

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

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

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement.”

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

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

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

19. Miscellaneous:

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

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

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

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


AGENCY Martin MPO

By: 

Name: Doug Smith

Title: Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
80FB79A8F1EF4EE...

Name: Steven C Braun P.E

Title: Director of Transportation Development


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Name: Sarah W. Woods

Title: County Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

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EXHIBIT A

Project Description and Responsibilities

Refer to Attached UPWP

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EXHIBIT B

Schedule of Financial Assistance

Refer to Attached UPWP

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT**

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

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

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

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b) Supplemental MPP Assistance.

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

c) Non-Federal Share (Soft Match).

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

Note particularly, that states must allocate to each of its MPOs at least as much MPP assistance as that MPO received in federal fiscal year 1991. The Department uses the federally published allocations to program and make available the funding under the Section 5303 program to local agencies. The State program procedures Topic no. 725-030-040, Section 5303 Program, require the Districts to use the same federal allocations when preparing agreements with local agencies.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.505

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

***Award Amount:** \$65,978

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

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

*The federal award amount may change with amendments

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

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

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

www.ecfr.gov

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

Title 23 – Highways, United States Code

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

Title 49 – Transportation, United States Code

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

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

www.dot.gov/map21

Federal Highway Administration – Florida Division

www.fhwa.dot.gov/fldiv

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

www.fsrs.gov

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Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 413733-3-14-10	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only:	FLAIR Category: 088774 Object Code: 780000 Org. Code: 55042010429 Vendor Number: VF596000743036
Contract Number: <u>G-2174</u>	Federal Award Date:	
CFDA Number: 20.505	Agency DUNS Number: 71304562	
CFDA Title: Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research		
CSFA Number: N/A		
CSFA Title: N/A		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into February 1, 2022, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County MPO, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

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

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

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

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- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Additional Exhibit(s):

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

- 5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
- 6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.** If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
- 7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$64,197. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$64,197 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

 Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

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

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

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

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the

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terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any

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cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Martin County MPO

By: 

Name: Doug Smith

Title: Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 

Name: Steven C Braun PE.

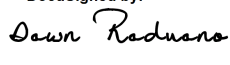
Title: Director of Transportation Development

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Sarah W. Woods, County Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

DocuSigned by:

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GRANT AGREEMENT EXHIBITS**

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

EXHIBIT A

Project Description and Responsibilities

Refer to Attached UPWP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

Refer to Attached UPWP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT**

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

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

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

a) Basic MPP Assistance.

- 1) FTA apportions 80 percent of the available MPP assistance to the states, based on the ratio equal to the population in each state's urbanized areas divided by the total population in urbanized areas in all the states, as shown by the latest available decennial census prepared by the U.S. Bureau of the Census. If necessary, FTA is required to make adjustments to that formula to assure that each state is apportioned a minimum amount of .5 percent of this 80 percent basic assistance.
- 2) Each state must then allocate its MPP assistance to its MPOs consistent with the FTA-approved formula the state has developed with its MPOs.

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b) Supplemental MPP Assistance.

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

c) Non-Federal Share (Soft Match).

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

Note particularly, that states must allocate to each of its MPOs at least as much MPP assistance as that MPO received in federal fiscal year 1991. The Department uses the federally published allocations to program and make available the funding under the Section 5303 program to local agencies. The State program procedures Topic no. 725-030-040, Section 5303 Program, require the Districts to use the same federal allocations when preparing agreements with local agencies.

-- End of Exhibit E --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.505

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

***Award Amount:** \$64,197

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

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

*The federal award amount may change with amendments

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

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

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

www.ecfr.gov

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

Title 23 – Highways, United States Code

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

Title 49 – Transportation, United States Code

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

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

www.dot.gov/map21

Federal Highway Administration – Florida Division

www.fhwa.dot.gov/fldiv

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

www.fsr.gov

RESOLUTION NUMBER #22-05**A RESOLUTION OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION OF MARTIN COUNTY, FLORIDA, TO EXECUTE A TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

WHEREAS, a Resolution of the Martin Metropolitan Planning Organization (MPO) Board, hereby authorizes the execution of a Transportation Disadvantaged Planning Grant Agreement with the Florida Commission for the Transportation Disadvantaged; and

WHEREAS, the Martin MPO Board is eligible to receive a Transportation Disadvantaged Planning Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THAT:

Section 1. The Martin MPO Board has the authority to enter into this grant agreement.

Section 2. The Martin MPO Board authorizes the MPO Chairman or his designee to execute the grant agreement on behalf of the Board with the Florida Commission for the Transportation Disadvantaged.

Section 3. The Martin MPO Board authorizes the MPO Chairman or his designee to sign any and all agreements or contracts that are required in connection with the grant agreement.

Section 4. The Martin MPO Board authorizes the MPO Chairman or his designee to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the grant agreement.

DULY PASSED AND ADOPTED THIS 9th DAY OF May, 2022.

MARTIN METROPOLITAN PLANNING
ORGANIZATION



Troy McDonald, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Sarah W. Woods, County Attorney

ATTEST:



Cheryl White, Clerk



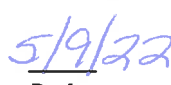
Transportation Disadvantaged Planning Grant Recipient Information

Legal Name	Martin Metropolitan Planning Organization		
Federal Employer Identification Number	59-6000743-036		
Registered Address	3481 Southeast Willoughby Boulevard, Suite 101		
City and State	Stuart, FL	Zip Code	34994
Contact Person for this Grant	Beth Beltran, MPO Administrator	Phone Number Format 111-111-1111	772-221-1498
E-Mail Address [Required]	bbeltran@martin.fl.us		
Project Location [County(ies)]	Martin County	Proposed Project Start Date	7/1/2022
Budget Allocation			
		Grant Amount Requested	\$23,350.00
		<i>Total Project Amount</i>	\$23,350.00

I, the authorized Grant Recipient Representative, hereby certify that the information herein is true and accurate and is submitted in accordance with the 2022-23 Program Manual and Instructions for the Planning Grant.



Signature of Grant Recipient Representative



Date

Name: Beth Beltran

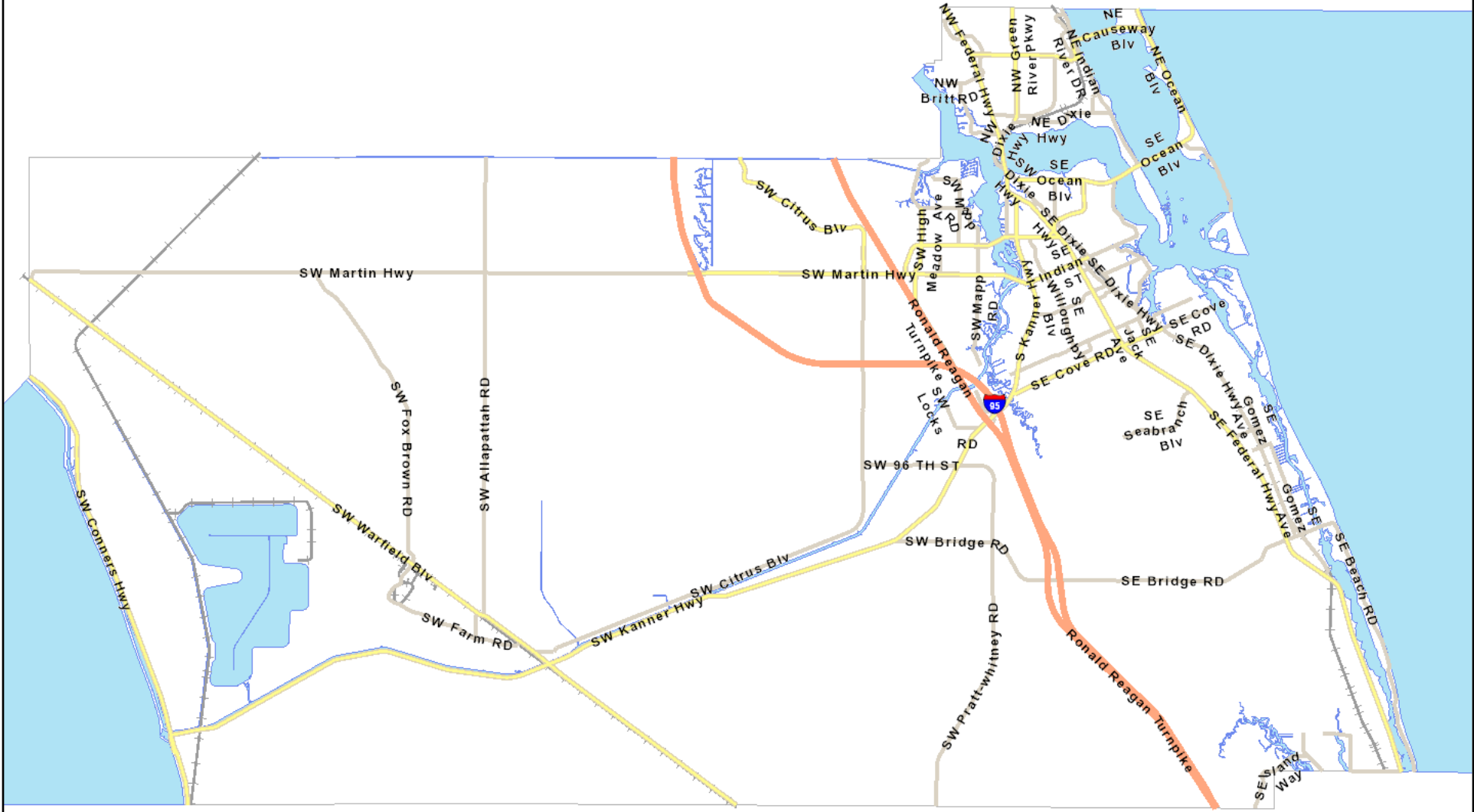
Title: MPO Administrator

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APPENDIX D

Planning Area Map

Martin Metropolitan Planning Area



Friday, February 21, 2014, 10:29:22 AM, Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.



APPENDIX E

FDOT D4/FHWA Planning Activities

FDOT District Four Planning Activities FY 22-23 to FY 23-24

(For use in MPO/TPO/TPA UPWP Development)

The following list of Planning Activities is provided:

1. Strategic Intermodal System (SIS) Planning
2. Interchange Reviews
3. State Highway System Corridor Studies
4. Systems Planning and Reviews
5. Freight Planning and Reviews
6. Travel Demand Model Development
7. Federal Functional Classification (including Urban Boundary Updates)
8. Traffic Characteristic Inventory Program
9. Statistics
10. GIS Application Development and System Maintenance
11. Promoting and Coordinating Safety for all Modes of Transportation, including Bicycle and Pedestrian
12. Transportation Alternatives Program Development
13. Complete Streets Studies
14. Modal Development and Technical Support
15. Commuter Services
16. ETDM/Community Impact Assessment
17. Growth Management Impact Reviews

FDOT District Four will undertake Planning Activities consistent with the following goals (in no particular order):

- The Seven goals of the [Florida Transportation Plan \(FTP\)](#), which include:
 - Safety & Security
 - Infrastructure
 - Mobility
 - Choices
 - Economy
 - Community
 - Environment
- The **2021 Florida Planning Emphasis Areas** (published by USDOT in the December 30, 2021 Letter) which include:
 - Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future
 - Equity and Justice⁴⁰ in Transportation Planning
 - Complete Streets
 - Public Involvement
 - Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
 - Federal Land Management Agency (FLMA) Coordination
 - Planning and Environment Linkages (PEL)
 - Data in Transportation Planning
- The FDOT Secretary’s list of the “vital few” agency emphasis areas, which include:
 - Improve Safety
 - Enhance Mobility
 - Inspire Innovation

Florida Planning Emphasis Areas 2021

The Florida Department of Transportation (FDOT) Office of Policy Planning develops *Planning Emphasis Areas* on a two-year cycle in coordination with the development of metropolitan planning organizations' (MPOs) respective Unified Planning Work Programs (UPWPs). Emphasis areas set planning priorities, support the Florida Transportation Plan, and give importance to topic areas which MPOs are encouraged to address as they develop their planning programs. Implementation of the seven (7) goals of the Florida Transportation Plan requires embracing innovation; extensive collaboration across jurisdictions, modes and disciplines; an emphasis on customer service; data and performance feedback; and strategic investments for the efficient and effective allocation of resources.

Florida MPOs should consider emphasizing the following four (4) planning topics when updating their UPWPs.

Safety

The Florida Transportation Plan and the State's Strategic Highway Safety Plan place top priority on safety, with a state target of zero traffic fatalities and serious injuries. In addition to adopting safety targets, the MPOs must show how their Long Range Transportation Plan (LRTP) and priority projects in their Transportation Improvement Program (TIP) support progress toward those Equity targets. The UPWP should consider enhancements to data analyses and community involvement to better inform the identification and prioritization of safety projects.

Equity

Executive Order 14008, [*Tackling the Climate Crisis at Home and Abroad*](#), created the "Justice40 Initiative" that aims to deliver 40 percent of the overall benefits of relevant federal investments to disadvantaged communities. This initiative supports Executive Order 13985, [*Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*](#), outlines federal policy and defines equity as the consistent and systematic fair, just, and impartial treatment of individuals. The Florida Transportation Plan seeks transportation choices that improve accessibility and equity by including a key strategy to enhance affordable transportation, service, and information access options for all ages and abilities and throughout underserved communities. The MPOs are key to identifying and implementing improvements based on data-driven project prioritization that considers not only impacts of transportation projects on a community, but also benefits of projects that can enhance opportunities for a community. The UPWP should address approaches to furthering transportation equity.

Resilience

With the passage of the FAST Act, resilience was introduced as a federal planning factor: "Improve the resilience and reliability of the transportation system and mitigate stormwater impacts of surface transportation." Resilience is defined as the ability to adapt to changing



conditions and prepare for, withstand, and recover from disruption. These conditions can encompass a wide variety of environmental, technological, economic, or social impacts.

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

Emerging Mobility

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

The UPWP should recognize the important influence of emerging mobility on the multi-modal transportation system and include related planning studies, collaboration efforts, research, or other activities.

Contact Information:

Abra Horne, FDOT, Metropolitan Planning Administrator

850-414-4901

Abra.Horne@dot.state.fl.us



U.S. Department
of Transportation
**Federal Highway
Administration**

Office of the Administrator

1200 New Jersey Ave., SE
Washington, D.C. 20590

Federal Transit
Administration

December 30, 2021

Attention: FHWA Division Administrators
FTA Regional Administrators

Subject: 2021 Planning Emphasis Areas for use in the development of Metropolitan and Statewide Planning and Research Work programs.

With continued focus on transportation planning the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) Offices of Planning are jointly issuing updated Planning Emphasis Areas (PEAs). The PEAs are areas that FHWA and FTA field offices should emphasize when meeting with the metropolitan planning organizations, State departments of transportation, Public Transportation Agencies, and Federal Land Management Agency counterparts to identify and develop tasks associated with the Unified Planning Work Program and the Statewide Planning and Research Program. We recognize the variability of work program development and update cycles, so we encourage field offices to incorporate these PEAs as programs are updated.

Please note that this letter is intended only to provide clarity regarding existing requirements. It is not binding and does not have the force and effect of law. All relevant statutes and regulations still apply.

Sincerely,

Nuria Fernandez
Administrator
Federal Transit Administration

Stephanie Pollack
Acting Administrator
Federal Highway Administration

Enclosure

2021 Planning Emphasis Areas:

Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future

Federal Highway Administration (FHWA) divisions and Federal Transit Administration (FTA) regional offices should work with State departments of transportation (State DOT), metropolitan planning organizations (MPO), and providers of public transportation to ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change. Field offices should encourage State DOTs and MPOs to use the transportation planning process to accelerate the transition toward electric and other alternative fueled vehicles, plan for a sustainable infrastructure system that works for all users, and undertake actions to prepare for and adapt to the impacts of climate change. Appropriate Unified Planning Work Program work tasks could include identifying the barriers to and opportunities for deployment of fueling and charging infrastructure; evaluating opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips and increasing access to public transportation, shift to lower emission modes of transportation ; and identifying transportation system vulnerabilities to climate change impacts and evaluating potential solutions. We encourage you to visit FHWA’s [Sustainable Transportation](#) or FTA’s [Transit and Sustainability](#) Webpages for more information.

(See [EO 14008](#) on “Tackling the Climate Crisis at Home and Abroad,” [EO 13990](#) on “Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis.” [EO 14030](#) on “Climate-Related Financial Risk,” See also [FHWA Order 5520](#) “Transportation System Preparedness and Resilience to Extreme Weather Events,” FTA’s “[Hazard Mitigation Cost Effectiveness Tool](#),” FTA’s “[Emergency Relief Manual](#),” and “[TCRP Document 70: Improving the Resilience of Transit Systems Threatened by Natural Disasters](#)”)

Equity and Justice⁴⁰ in Transportation Planning

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

[Executive Order 13985](#) (*Advancing Racial Equity and Support for Underserved Communities*) defines the term “equity” as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian

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

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

Complete Streets

FHWA Division and FTA regional offices should work with State DOTs, MPOs and providers of public transportation to review current policies, rules, and procedures to determine their impact on safety for all road users. This effort should work to include provisions for safety in future transportation infrastructure, particularly those outside automobiles.

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

Per the National Highway Traffic Safety Administration’s 2019 data, 62 percent of the motor vehicle crashes that resulted in pedestrian fatalities took place on arterials. Arterials tend to be designed for vehicle movement rather than mobility for non-motorized users and often lack convenient and safe crossing opportunities. They can function as barriers to a safe travel network for road users outside of vehicles.

To be considered complete, these roads should include safe pedestrian facilities, safe transit stops (if present), and safe crossing opportunities on an interval necessary for accessing destinations. A safe and complete network for bicycles can also be achieved through a safe and comfortable bicycle facility located on the roadway, adjacent to the road, or on a nearby parallel corridor. Jurisdictions will be encouraged to prioritize safety improvements and speed management on arterials that are essential to creating complete travel networks for those without access to single-occupancy vehicles.

Public Involvement

Early, effective, and continuous public involvement brings diverse viewpoints into the decisionmaking process. FHWA Division and FTA regional offices should encourage MPOs, State DOTs, and providers of public transportation to increase meaningful public involvement in transportation planning by integrating Virtual Public Involvement (VPI) tools into the overall public involvement approach while ensuring continued public participation by individuals without access to computers and mobile devices. The use of VPI broadens the reach of information to the public and makes participation more convenient and affordable to greater numbers of people. Virtual tools provide increased transparency and access to transportation planning activities and decisionmaking processes. Many virtual tools also provide information in visual and interactive formats that enhance public and stakeholder understanding of proposed plans, programs, and projects. Increasing participation earlier in the process can reduce project delays and lower staff time and costs. More information on VPI is available [here](#).

Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities. According to the Declaration of Policy in 23 U.S.C. 101(b)(1), it is in the national interest to accelerate construction of the Federal-aid highway system, including the Dwight D. Eisenhower National System of Interstate and Defense Highways, because many of the highways (or portions of the highways) are inadequate to meet the needs of national and civil defense. The DOD's facilities include military bases, ports, and depots. The road networks that provide access and connections to these facilities are essential to national security. The [64,200-mile STRAHNET system](#) consists of public highways that provide access, continuity, and emergency transportation of personnel and equipment in times of peace and war. It includes the entire 48,482 miles of the Dwight D. Eisenhower National System of Interstate and Defense Highways and 14,000 miles of other non-Interstate public highways on the National Highway System. The STRAHNET also contains approximately 1,800 miles of connector routes linking more than 200 military installations and ports to the primary highway system. The DOD's facilities are also often major employers in a region, generating substantial volumes of commuter and freight traffic on the transportation network and around entry points to the military facilities. Stakeholders are encouraged to review the STRAHNET maps and recent Power Project Platform (PPP) [studies](#). These can be a useful resource in the State and MPO areas covered by these route analyses.

Federal Land Management Agency (FLMA) Coordination

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. Through joint coordination, the State DOTs, MPOs, Tribal Governments, FLMAs, and local agencies should focus on integration of their transportation planning activities and develop cross-cutting State and MPO long range transportation plans, programs, and corridor studies, as well as the Office of Federal Lands

Highway's developed transportation plans and programs. Agencies should explore opportunities to leverage transportation funding to support access and transportation needs of FLMAs before transportation projects are programmed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP). Each State must consider the concerns of FLMAs that have jurisdiction over land within the boundaries of the State (23 CFR 450.208(a)(3)). MPOs must appropriately involve FLMAs in the development of the metropolitan transportation plan and the TIP (23 CFR 450.316(d)). Additionally, the Tribal Transportation Program, Federal Lands Transportation Program, and the Federal Lands Access Program TIPs must be included in the STIP, directly or by reference, after FHWA approval in accordance with 23 U.S.C. 201(c) (23 CFR 450.218(e)).

Planning and Environment Linkages (PEL)

FHWA Division and FTA regional offices should encourage State DOTs, MPOs and Public Transportation Agencies to implement PEL as part of the transportation planning and environmental review processes. The use of PEL is a collaborative and integrated approach to transportation decisionmaking that considers environmental, community, and economic goals early in the transportation planning process, and uses the information, analysis, and products developed during planning to inform the environmental review process. PEL leads to interagency relationship building among planning, resource, and regulatory agencies in the early stages of planning to inform and improve project delivery timeframes, including minimizing duplication and creating one cohesive flow of information. This results in transportation programs and projects that serve the community's transportation needs more effectively while avoiding and minimizing the impacts on human and natural resources. More information on PEL is available [here](#).

Data in Transportation Planning

To address the emerging topic areas of data sharing, needs, and analytics, FHWA Division and FTA regional offices should encourage State DOTs, MPOs, and providers of public transportation to incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs. Data sharing principles and data management can be used for a variety of issues, such as freight, bike and pedestrian planning, equity analyses, managing curb space, performance management, travel time reliability, connected and autonomous vehicles, mobility services, and safety. Developing and advancing data sharing principles allows for efficient use of resources and improved policy and decisionmaking at the State, MPO, regional, and local levels for all parties.

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APPENDIX F

Miscellaneous Exhibits

Exhibit 1 – Staff Agreement with Martin County

Exhibit 2 – Resolution 22-04 – Travel Policy

Exhibit 3 – MOU Agreement

Exhibit 4 – MPO Bylaws

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AGREEMENT

Between

THE MARTIN
METROPOLITAN PLANNING ORGANIZATION

And

MARTIN COUNTY, FLORIDA

For

STAFF SERVICES

THIS AGREEMENT made and entered into this 16th day of OCTOBER, 2007, by and between THE MARTIN METROPOLITAN PLANNING ORGANIZATION, hereinafter called the "MPO," and MARTIN COUNTY, FLORIDA, hereinafter called the "COUNTY."

WITNESSETH:

WHEREAS, the MPO, pursuant to the authority conferred upon it by Article 5 of the Interlocal Agreement establishing the Martin County Metropolitan Planning Organization effective July 18, 2006, may enter into contracts with local or state agencies to utilize the staff resources of such agencies and for the performance of certain services by such agencies; and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Joint Participation Agreement between the MPO and the Florida Department of Transportation dated September 19, 2006, it is contemplated that COUNTY personnel will perform a substantial portion of each task necessary to carry out the Transportation Planning and Programming Process mandated by Federal Regulations as a condition precedent to the receipt of Federal Funds for the planning, construction or operation of Transportation Programs and Projects; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the COUNTY in providing Staff Services to the MPO be defined and fixed by formal agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises and representations herein, the parties agree as follows:

1.0 PURPOSE

For the reasons recited in the preamble, which are hereby adopted as part hereof, this Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement establishing the MPO and the Joint Participation Agreement between the MPO and the Florida Department of Transportation, and to provide personnel for the administration of the MPO.

2.0 DEFINITIONS

- .01 COUNTY ADMINISTRATOR: Shall mean the Martin County Administrator.
- .02 FDOT: shall mean the Florida Department of Transportation.
- .03 FHWA: shall mean the United States Federal Highway Administration.

1 .04 UPWP: shall mean the annual Unified Planning Work Program required by Federal
2 Regulations. (23 CFR 450 A)
3

4 .05 FTA: shall mean Federal Transit Administration.
5

6 3.00 SCOPE OF SERVICES
7

8 It is agreed by the COUNTY that it shall furnish the MPO with the professional, technical,
9 administrative and clerical services, the supplies, the equipment, the office and other
10 space, and such other incidental items as may be required and necessary to manage the
11 business and affairs of the MPO and to carry on the Transportation Planning and
12 Programming Process specified by the Joint Participation Agreement between the MPO
13 and FDOT dated September 19, 2006; provided, it is understood and agreed that unless
14 otherwise provided for, the performance of such service and functions shall be limited to
15 those specified and allocated in the UPWP budget and all approved budgets under
16 Federal or state grant contracts with the MPO. It is further agreed:
17

18 .01 COUNTY ADMINISTRATOR
19

20 The County Administrator, or his/her designee, shall be responsible to the MPO for the
21 Conduct of the Transportation Planning Process as well as the appointment, assignment,
22 direction and control of all county personnel necessary thereto; the development of
23 appropriate organizational structure to carry out the responsibilities set forth in this
24 Agreement; and the development of procedures to monitor and coordinate the Planning
25 Process.
26

27 .02 COMMITMENT OF PERSONNEL
28

29 The COUNTY Administrator, or his/her designee, shall annually have prepared a detailed
30 listing of all tasks necessary and incident to carry out the Planning Process, the man-
31 hours required to carry out such tasks, and the required skills or qualifications of the
32 personnel assigned to MPO duties. The personnel so assigned shall, when performing
33 such duties, be under the direction of the person in charge of and bearing the
34 responsibility for, producing the required work product.
35

36 .03 TECHNICAL ADVISORS
37

38 The head of each COUNTY department or agency participating in the Transportation
39 Planning Process shall be deemed a Technical Advisor in the field of his competency and
40 shall be expected to provide the MPO with expert advice or perform such duties incident
41 thereto as the COUNTY Administrator shall assign.
42

43 .04 GENERAL COUNSEL
44

45 The COUNTY Attorney shall be the legal advisor to the MPO and shall represent the
46 MPO in all legal matters provided that the MPO may employ special counsel for specific
47 needs.
48

49 .05 MPO STAFF DIRECTOR
50

51 An MPO Staff Director to be designated by the COUNTY Administrator and serving at
52 his/her pleasure, shall be considered a county employee with all associated rights and
53 obligations, shall report directly to the MPO Policy Board for all matters regarding the
54 administration and operation of the MPO and, shall have the following duties and
55 functions with relation to the MPO: coordinating the activities of the various structures
56 established by the Interlocal Agreement heretofore mentioned; preparing the agendas of

1 the MPO and MPO Technical Advisory Committee and Citizens Advisory Committee;
2 preparing Resolutions and other appropriate documents; scheduling meetings; giving
3 notice; keeping minutes; preparing an annual report; preparing such interim reports as
4 may be required; developing and implementing operating procedures necessary to carry
5 out the functions and duties of the MPO Staff Director, directing the implementation of
6 policies established by the MPO, and performing such other duties as may be assigned
7 by the MPO Board or required by governing local, state or federal regulations or laws.
8

9 **.06 ANNUAL BUDGET**

10
11 The COUNTY Administrator shall have prepared an Annual Budget on October 1 to
12 September 30 fiscal year basis. The budget shall identify funding sources, participating
13 agencies and the level of participation by the various agencies. The MPO shall prepare
14 its operating Budget to address its use of state, federal and local funds as part of the
15 UPWP on a fiscal year basis of July 1 to June 30.
16

17 **.07 FINANCIAL ADMINISTRATION**

18
19 Through the MPO Staff Director:

20
21 **.07.1** The Records and accounts of the MPO shall be administered by the
22 COUNTY in accordance with accounts and accounting procedures which
23 shall be developed by the COUNTY for the MPO and in accordance with
24 all state and federal regulations and laws applicable to the MPO.
25

26 **.07.2** Contracts and bids for the purchase of materials and services shall be in
27 accordance with COUNTY procedures and all state and federal rules,
28 regulations and laws applicable to the MPO.
29

30 **.07.3** Purchasing of materials, supplies, equipment and services shall be
31 through the COUNTY Purchasing Division in accordance with COUNTY
32 procedures and practices and all state and federal rules, regulations and
33 laws applicable to the MPO.
34

35 **.07.4** Expenditures of money shall only be made in accordance with
36 procedures which shall be developed by the COUNTY for the MPO and
37 shall comply with all state and federal rules, regulations and laws
38 applicable to the MPO.
39

40 **.07.5** Deposit of Funds. All monies received by the MPO shall be deposited
41 with the COUNTY in a trust account and applied only in accordance with
42 the provisions of the procedures established pursuant to Section 3.07.4
43 of this Agreement.
44

45 **4.0 REIMBURSEMENT OF COUNTY**

46
47 The MPO hereby agrees that it shall reimburse the COUNTY for all services rendered
48 under this Agreement as specified in the UPWP budget and all approved budgets under
49 Federal or state grant contracts with the MPO and in accordance with the procedures
50 established pursuant to 3.07 of this Agreement.
51

52 **5.0 CONSULTANTS**

53
54 It is agreed by the parties that nothing in this Agreement shall limit or preclude the
55 prerogative of the MPO to enter into contracts for other professional consultant services
56 to perform such tasks as the MPO may deem appropriate provided the control and

1 direction of such consultants and the administration of such contracts shall be in
2 conformance with all applicable local, state and federal, rules, regulations and laws,
3 related to procuring professional services.
4

5 6.0 FEDERAL ASSURANCES

6
7 .01 SUBCONTRACTING
8

9 The MPO may perform or may subcontract with other public agencies, work valued at not
10 more than 50 per cent of the value of the annual Unified Planning Work Program,
11 excluding specialized services. Specialized services are those items not ordinarily
12 furnished in support of the urban transportation planning process. Specialized services
13 and subcontract work should be itemized in the Unified Planning Work Program to the
14 extent that they are determinable, and approved in the process of approval of the Unified
15 Planning Work Program.
16

17 .02 SUPPLEMENTAL AGREEMENTS
18

19 It is understood and agreed that, in order to permit federal participation, no supplemental
20 agreement of any nature may be entered into by the parties hereto with regard to the
21 work to be performed hereunder without the approval of the U.S. Department of
22 Transportation, anything to the contrary in the Agreement notwithstanding.
23

24 .03 THIRD PARTY CONTRACTS
25

26 Except as otherwise authorized in writing by the Florida Department of Transportation,
27 FTA, and FHWA, the COUNTY shall not execute any contract or obligate itself in any
28 other manner with any third party with respect to the Staff Services provided under this
29 Agreement without the prior written concurrence of the Florida Department of
30 Transportation, FTA, and the FHWA. Subletting of consultant contracts and contracts
31 with other public agencies shall be in accordance with the requirements of 23 CFR 172.
32

33 .04 TERMINATION OR SUSPENSION
34

35 .04.1 Termination or Suspension Generally. If the COUNTY abandons or, before
36 completion, finally discontinues the Staff Services provided under this
37 Agreement; or if for any other reason, the commencement, prosecution, or timely
38 completion of the Staff Services provided under this Agreement by the COUNTY
39 is rendered improbable, infeasible, impossible, or illegal, the MPO may, by
40 written notice to the COUNTY, suspend any or all of its obligations under this
41 Agreement until such time as the event or condition resulting in such suspension
42 has ceased or been corrected, or the MPO may terminate any or all of its
43 obligations under this agreement.
44

45 .04.2 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any
46 final termination notice under this Section, the COUNTY shall proceed promptly
47 to carry out the actions required therein which may include any or all of the
48 following: (1) necessary action to terminate or suspend, as the case may be,
49 Staff Services provided under this Agreement and contracts and such other
50 actions as may be required or desirable to keep to the minimum the costs upon
51 the basis of which the financing is to be computed; (2) furnish a statement of the
52 status of the Staff Services provided under this Agreement and of the Payroll
53 Accounts as well as a proposed schedule, plan, and budget for terminating or
54 suspending and closing out Staff Services provided under this Agreement and
55 contracts, and other undertakings the costs of which are otherwise includable as
56 costs; and (3) remit to the MPO such portion of the financing and any advance

1 payment previously received as is determined by the parties to be due under the
2 provisions of the Agreement. The closing out shall be carried out in conformity
3 with the latest schedule, plan, and budget as approved by the MPO or upon the
4 basis of terms and conditions imposed by the MPO upon the failure of the
5 COUNTY to furnish the schedule, plan and budget within a reasonable time. The
6 acceptance of a remittance by the COUNTY or the closing out of Federal
7 financial participation in the Staff Services provided under this Agreement shall
8 not constitute a waiver of any claim which the MPO may otherwise have arising
9 out of this Agreement.

10
11 .05 AUDIT AND INSPECTION

12
13 The COUNTY shall permit, and shall require its contractors to permit FHWA, FTA, and
14 the Florida Department of Transportation authorized representatives to inspect all work,
15 materials, payrolls, records of personnel, invoices of materials, and other relevant data
16 and records; and to audit the books, records, and accounts of the COUNTY, pertaining to
17 the development of the Staff Services provided under this Agreement. Records of costs
18 incurred under terms of the Agreement shall be maintained and made available upon
19 request of the Florida Department of Transportation, FTA, or FHWA at all times during
20 the period of a specific Unified Planning Work Program and for three years after final
21 payment is made on a specific Unified Planning Work Program. Copies of these
22 documents and records shall be furnished to Florida Department of Transportation, FTA,
23 or FHWA upon request. The COUNTY shall furnish annual audit reports to Florida
24 Department of Transportation in accordance with UPWP procedures, and all applicable
25 local, state and federal, rules, regulations and laws.

26
27 .06 EQUIPMENT

28
29 Where Federal funds are to be used to provide part or all of the cost of equipment, such
30 Expenditures must have the prior written approval of the Florida Department of
31 Transportation and the FHWA, and must be in accordance with the requirements of 23
32 CFR 420A.

33
34 .07 PUBLICATION, RENTAL OF SPACE OR EQUIPMENT AND INDIRECT COSTS

35
36 This Agreement is subject to all applicable requirements of 23 CFR and all other
37 applicable Federal regulations related to approval of travel, report publication provisions,
38 rental of space or equipment, and indirect costs. All reports published by the MPO or
39 COUNTY which were funded wholly or in part by FHWA Planning (PL) funds shall contain
40 the credit "prepared in cooperation with the U.S. Department of Transportation, Federal
41 Highway Administration."

42
43 .07.1 Indirect Costs (Reserved)

44
45 .08 NONDISCRIMINATION

46
47 .08.1 Compliance with Regulations. The COUNTY shall comply with the regulations of
48 Fed. DOT relative to nondiscrimination in federally-assisted programs of the Fed.
49 DOT (Title 49, Code of Federal Regulations, Part 21, and Part 23, hereinafter
50 referred to as the Regulations), which are herein incorporated by reference and
51 made a part of the contract.

52
53 .08.2 Nondiscrimination. The COUNTY, with regard to the work performed by it after
54 award and prior to completion of the contract work, will not discriminate on the
55 grounds of race, color, religion, sex, national origin, age, marital status, or
56 disability, in the selection and retention of subcontractors, including

1 procurements of material and leases of equipment. The COUNTY will not
2 participate either directly or indirectly in the discrimination prohibited by Section
3 21.5 of the Regulations, including employment practices when the contract
4 covers the program set forth in Appendix B of the Regulations.
5

6 .08.3 Solicitations for Subcontracts, Including Procurements of Materials and
7 Equipment. In all solicitations made by the COUNTY for work to be performed
8 under a subcontract, including procurements of materials and leases of
9 equipment, each potential subcontractor, supplier or lessor shall be notified by
10 the COUNTY of obligations under this contract and the regulations relative to
11 nondiscrimination on the grounds of race, color, religion, sex, national origin, age,
12 marital status, or disability.
13

14 .08.4 Information and Reports. The COUNTY will provide all information and reports
15 required by the Regulations, or orders and instructions issued pursuant thereto,
16 and will permit access to its books, records, accounts, other sources of
17 information, and its facilities as may be determined by the Florida Department of
18 Transportation, FTA, or FHWA to be pertinent to ascertain compliance with such
19 Regulations, orders and instruction. Where any information required of the
20 COUNTY is in the exclusive possession of another who fails or refuses to furnish
21 this information, the COUNTY shall certify to the Florida Department of
22 Transportation, FTA, or FHWA, as appropriate, and shall set forth what efforts it
23 has made to obtain the information.
24

25 .08.5 Sanctions for Noncompliance. In the event of the COUNTY's noncompliance
26 with the nondiscrimination provisions of this contract, the Florida Department of
27 Transportation shall impose such contract sanctions as it or FTA or FHWA may
28 determine to be appropriate, including, but not limited to, withholding of payments
29 to the COUNTY under the contract until the COUNTY complies; and/or
30 cancellation, termination or suspension of the contract, in whole or in part.
31

32 .08.6 Incorporation of Provisions. The COUNTY will include the provisions of
33 Paragraphs 6.08.1 through 6.08.6 in every subcontract, including procurement of
34 materials and leases pursuant thereto. The COUNTY will take such action with
35 respect to any subcontract or procurement as the Florida Department of
36 Transportation, FTA, or FHWA may direct as a means of enforcing such
37 provisions including sanctions for noncompliance, provided, however, that, in the
38 event the COUNTY becomes involved in, or is threatened with, litigation with a
39 subcontractor or supplier as a result of such direction, the COUNTY may request
40 the State to enter into such litigation to protect the interests of the State, and, in
41 addition, may request the United States to enter into such litigation to protect the
42 interests of the State, and, in addition, may request the United States to enter
43 into such litigation to protect the interests of the United States.
44

45 .09 TRAINING

46
47 The use of federal funds for training of employees of the COUNTY shall be in
48 accordance with the requirements of 23 CFR, and all other applicable Federal
49 Regulations.
50

51 .10 PROHIBITED INTERESTS

52
53 The COUNTY shall insert in all contracts entered into in connection with the Staff
54 Services provided under this Agreement or any property included or planning to
55 be included in any Staff Services provided under this Agreement, and shall

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require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the COUNTY or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

This provision shall not be applicable to any agreement between the COUNTY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

7.0 MISCELLANEOUS PROVISIONS

.01 HOW CONTRACT AFFECTED BY PROVISION BEING HELD INVALID

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.

.02 EXECUTION OF AGREEMENT

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.

.03 DURATION OF AGREEMENT AND WITHDRAWAL PROCEDURE

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, 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 terms and amount regardless of withdrawal.

.04 AMENDMENT OF AGREEMENT

The COUNTY and the MPO 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.

.05 CONFIRMATION OF AGREEMENT

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

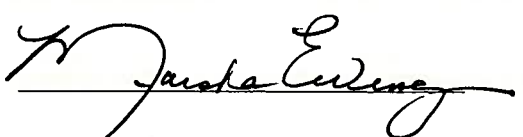
.06 AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words 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.

IN WITNESS WHEREOF, the undersigned parties have caused the Agreement to be duly executed in their behalf on the respective date indicated.

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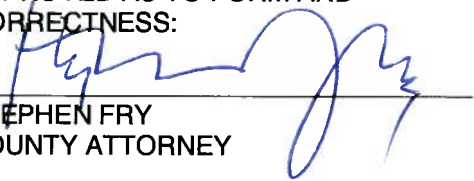
ATTEST:


MARSHA EWING, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: 
MICHAEL DITERLIZZI, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:


STEPHEN FRY
COUNTY ATTORNEY

METROPOLITAN PLANNING ORGANIZATION


MICHAEL DITERLIZZI, CHAIRMAN

September 17, 2007
Date

**A RESOLUTION OF THE
MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO)
AMENDING ITS STAFF SERVICES AGREEMENT BETWEEN
THE MARTIN MPO AND MARTIN COUNTY
RESOLUTION NUMBER 08-03**

WHEREAS, the Staff Services Agreement between the Martin Metropolitan Planning Organization (MPO) Policy Board and the Martin County Board of County Commissioners was last executed on January 17, 1995; and,

WHEREAS, Committee names, and references to applicable rules, regulations and laws require updating; and,

WHEREAS, consistent with the recently enacted State of Florida HB 985, the MPO Coordinator shall be called the MPO Staff Director; and,

WHEREAS, all other agreements referenced in the 1995 Staff Services Agreement have been recently updated are now obsolete necessitating the update of this Agreement; and,

WHEREAS, Martin County does not draw indirect costs from the MPO Planning Funds that it provides to the MPO in support of administrative costs but may wish to do so in the future; and,

WHEREAS, the Staff Services Agreement requires updating and is reflective of the MPO's relationship to its host, Martin County;

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION POLICY BOARD MEMBERS:

- 1) The Martin Metropolitan Planning Organization shall propose that the January 17, 1995, Staff Services Agreement be amended as reflected in the attached, Staff Services Agreement.
- 2) The proposed, amended Agreement shall be submitted to the Martin Board of County Commissioners for consideration and execution at the earliest opportunity.
- 3) The January 17, 1995, Staff Services Agreement between Martin County and the Martin Metropolitan Planning Organization shall remain in full force and effect until replaced by a new Staff Services Agreement duly considered and executed by parties thereto.

DULY PASSED AND ADOPTED THIS 17TH DAY OF September, 2007

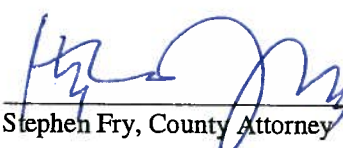
Attest:


Faith Simpson, Clerk

Martin Metropolitan Planning Organization
Policy Board


Michael DiTerlizzi, Chairman

Approved as to Form:


Stephen Fry, County Attorney

RESOLUTION NUMBER #22-04

A RESOLUTION OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) OF MARTIN COUNTY, FLORIDA, TO UTILIZE THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS (THE "COUNTY") TRAVEL POLICY FOR REIMBURSEMENT OF TRAVEL EXPENSES.

WHEREAS, the travel policy of the Martin County Board of County Commissioners is governed by Section 112.061, Florida Statutes; and

WHEREAS, Martin County is authorized by state law to reimburse individuals for expenses incurred while traveling on official County business when the expenses directly relate to the purpose of the trip; and

WHEREAS, the County's policies and procedures concerning the reimbursement of travel expenses are explained in the Martin County Travel Policy effective December 30, 2020 (see attached); and

WHEREAS, Section 112.061 (14), Florida Statutes provides that if an MPO has not approved a written travel policy, the Florida State requirement/rules apply; and

WHEREAS, Martin MPO has no approved written travel policy; and

WHEREAS, the duties and obligations of the County in providing Staff Services to the MPO are defined by Agreement dated October 16, 2007 (also attached).

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THAT:

Section 1. The Martin MPO hereby approves the Martin County Travel Policy as its adopted travel policy for reimbursement of travel expenses.

Section 2. The MPO Administrator or designee is authorized to work with the Martin County Administration/Office of Management and Budget for travel expense and reimbursement.

DULY PASSED AND ADOPTED THIS 9th DAY OF MAY, 2022

MARTIN METROPOLITAN PLANNING ORGANIZATION



Troy McDonald, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Sarah W. Woods, County Attorney

ATTEST:



Cheryl White, Clerk

ADMINISTRATIVE DIRECTED POLICY

To: BCC Employees **Revised by:** Martin County Administration

Subject: TRAVEL POLICY – REVISED

EffectiveDate: December 30, 2020 **Created by:** Clerk of the Circuit Court & Martin County Administration

PURPOSE

The travel policy of the Martin County Board of County Commissioners (the “County”) is regulated by Section 112.061, Florida Statutes. Standard Mileage Rate is published by the Internal Revenue Service.

The purpose of this policy is to establish uniform guidelines that are consistent with the business objectives of Martin County. It is the County’s policy to reimburse employees for reasonable expenses incurred when traveling for official county business, including meetings conferences, trainings, workshops and seminars. Travel may be local, in state, out of state and/or overnight.

Procedures for travel to include the requests, approval, reimbursement and related documents will be found in the Travel Automation User Training Guides.


Taryn Kryzda, County Administrator

Suppression History:

POL219 – Dec 30,2020
POL219 – August 1, 2019
POL219 – June 17, 2019
POL204 – April 3 0, 2018
POL195 – June 8, 2017
POL193 – June 1, 2017
POL164 – March 16, 2015
POL136 – July 24, 2013
POL101 – June 7, 2011
POL74 – March 10, 2010
POL13 - October 3, 2006 POL5
- December 6, 2005
cwd04o.004 - January 7, 2004
cwd01o.007 - January 23, 2001
adm00m.023 - October 20, 1999

ADMINISTRATIVE DIRECTED POLICY

POLICY

AUTHORITY TO TRAVEL

All travel requests to a non-contiguous County require pre-approval whether or not expenses are incurred. The County is authorized by state law to reimburse individuals for expenses incurred while traveling on official County business. The expenses must be directly related to the purpose of the trip, evidenced by receipts and other supporting documentation.

State law and County policy require approval by the County Administrator or designee for all travel by a County employee, prior to the date of travel, when possible. Local travel or day travel to a contiguous county does not require a travel authorization unless an expense is incurred (except Sunpass and parking). Emergencies may preclude the applicability of policy in certain instances.

The reimbursement of travel expenditures must be in compliance with Section 112.061, Florida Statutes. Travel expenditures will be reimbursed only upon submission of the Expense Report, after completion of a trip. The County will not process requests for travel reimbursement not in compliance with this section of the law.

A Purchasing Card (P-Card) shall be used for all travel related expenses where allowed. Travel expenses utilizing grant funds where the granting agency does not allow use of a credit card shall be paid by County check.

I. Definitions

- A. Department Director – Director of a given department with authority to make budget
- B. Approver – Authorized staff to approve Pre-Approval Report and Expense Reports
- C. Designee – An Approval Delegate that has been assigned by an approver in their absence
- D. Delegate – Assigned staff with the ability to create and submit Pre-Approval Report and Expense Reports on a traveler's behalf
- E. M & IE – meals and incidental expenses such as laundry room services, tips for services and other fees that may be associated with travel
- F. Per Diem – Daily allowance for M & IE
- G. GSA – US General Services Administration, guidelines for meals reimbursement
- H. Blanket Request Travel Authorization - A BTRA may be used when an employee performs numerous trips out of the County to the same destination and/or to neighboring counties. This may be set up for a fiscal year or shorter period; however, they all will expire at the end of the fiscal year (September 30)
- I. Pre-Approval Report – Request for travel authorization
- J. Expense Report – Post travel reimbursement

II. Policy

A. TRAVEL REQUEST

All requests for travel must be approved in advance by applicable Department Director or their designee. Please refer to the Travel Automation User Training Guides for the procedures related to the travel request submission, expense management and travel reconciliation.

The traveler is responsible for making reservations for airline tickets, hotels, and car rental. It is the traveler's responsibility to provide a tax-exempt certificate to the hotel, car rental agency, etc., and to ensure that sales tax is not charged. If the traveler chooses to use a personal credit card, the County's

ADMINISTRATIVE DIRECTED POLICY

tax exemption certificate will not be honored by the vendor and the traveler will not be reimbursed for taxes. The County shall not pay any State sales taxes except for extenuating circumstances and out of state travel.

1) Common Carrier/Air

The County will only reimburse economy class airline, train, or bus travel. Travelers securing upgraded fares must personally pay for the upgraded fare and request reimbursement for the cost of the economy fare. A statement must be attached to the Expense Report showing the economy rate. Travelers using personal frequent flier miles are required to submit three (3) quotes for the flight. The traveler will be reimbursed based on the most economical of the three.

2) Cancelled Airline Tickets

The traveler must maintain airline tickets that are not used due to cancellation of the trip. In most cases the airline ticket will remain open up to one (1) year of original purchase date. For an additional fee a transfer can be done to use the open ticket. Notify the Clerk of the Court/Accounting of cancellation and notice of open ticket.

3) County Vehicles

County vehicles shall be used whenever possible. A justification shall be provided when using a personal vehicle for County travel. Indicate County vehicle use in the map mileage section on the Expense Report.

4) Car Rental/Taxi

The County will only reimburse travelers for the rental of compact cars. An exception to this rule is normally allowed when the automobile is shared with other travelers resulting in a savings to the County.

Before driving away from the rental premises, the traveler should examine the car to make sure it is not damaged. If the car is damaged, the traveler should notify the rental company and request either another car or a written statement from a representative of the company acknowledging that the car was damaged when delivered to the traveler.

All accidents are to be reported to the car rental company. Any forms or reports prepared by the police or car rental company shall be turned in to Risk Management.

The traveler must obtain the original copy of the receipt from the car rental company at the time the car is returned. The receipt must be attached to the Expense Report submitted to the Clerk of the Court/Accounting. Car rental companies have "drop off" facilities at most airports. When such facilities are used, the traveler must contact the rental company to obtain a copy of the receipt. Clerk of the Court/Accounting cannot process the Expense Report until all receipts are available for audit.

5) Mandatory Use of Seat Belts

All occupants of County vehicles and/or rented vehicles are required by law to use seat belts while traveling in such vehicles. Failure to use seat belts may result in disciplinary action or reduced worker's compensation benefits in the event of an accident.

6) Fuel Reimbursement

Travelers shall use a P-Card or will be reimbursed for gasoline purchased while renting a car, or while utilizing a County vehicle on County business. Fuel cost reimbursement will not be allowed when using a personal vehicle. The original gas receipt must be turned into the Clerk of the Court/Accounting with the Expense Report. In the event of a fuel pump malfunction or inability to obtain a printed receipt, a photograph of the pump with the amount of fuel and the cost of that fuel, plus a matching P-Card charge

ADMINISTRATIVE DIRECTED POLICY

is adequate. In lieu of utilizing a gas station, vehicle should be fueled at the General Services gas pump prior to leaving the County and/or when returning to the County when possible.

7) Hotel Accommodations/Lodging

The traveler is responsible for making appropriate arrangements with hotels for the rental of rooms. A P-Card shall be used to reserve the hotel room unless P-Card use is not permitted due to grant restrictions.

The County will pay for single occupancy only, unless the room is shared with another County authorized traveler. When multiple travelers share a hotel room, and the hotel bill is paid by one of the travelers, the traveler paying the bill shall request reimbursement for the total amount of the bill. When multiple travelers have separate rooms and one traveler pays the hotel bill for all, then the traveler paying the hotel bill shall request reimbursement for the total amount on the Expense Report.

The traveler whose hotel bill is being paid must state on his Expense Report "hotel room compliments of John Doe". If two travelers share a hotel room and split the bill, each traveler may claim one-half of the hotel bill on their Expense Report. In each of the above situations, each traveler shall provide an explanation of the circumstances and submit their Expense Report together or provide copies of the approved Expense Report of the other traveler(s).

The *itemized* hotel receipt must be filed with the Expense Report and must have a zero balance. The Clerk of the Court/Accounting will not process without a hotel receipt. A copy of the credit card charge slip alone is not acceptable. If payment is made by County P-Card the expense shall be shown as an advance on the Expense Report. Only the cost of the room (including tax when applicable) and allowable parking fees pursuant to this policy per night will be reimbursed. It is your responsibility to supply a Tax Exempt Certificate to the hotel. Personal calls, meals, or any other charges included in the hotel bill are not reimbursable. Any calls made strictly for business must be clearly marked as such if the traveler is requesting reimbursement.

Hotel parking fees are reimbursable for *self-parking* only unless valet is the only option (statement required on Expense Report). Receipts are required for reimbursement. Parking charges shown on a hotel bill are an acceptable form of receipt for reimbursement. Tax is reimbursable for parking expenses if the tax cannot be forgiven in cases such as parking meters, automated parking lot machines, airport lots, etc.

The traveler is responsible for canceling hotel reservations when a trip is cancelled, or the dates changed. The traveler will be personally liable to the hotel for any charges or penalties resulting from failure to give proper notice of cancellation, except in the case of extenuating circumstances approved by the County Administrator or designee.

A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the County Administrator. Criteria for approval may include late night or early morning job responsibilities and excessive travel time because of traffic conditions.

8) Tax Exemption

The County is Tax-Exempt and will not pay any State taxes except for extenuating circumstances, out of state travel and other instances stated herein. When making travel arrangements supply a copy of the tax-exempt form to vendors to waive all and any State taxes. The Tax Exempt Certificate is available on the website at www.martin.fl.us, type **tax exempt** in the Search field. Tax will not be reimbursed to employees who choose to use their personal credit card for travel.

ADMINISTRATIVE DIRECTED POLICY

9) Registration Fees

A registration fee to attend a conference, convention, or any other event is frequently required prior to the date of the event. A P-Card should be used when possible. If agency does not accept the P-Card, a check will be mailed directly to the payee along with a copy of the registration form.

If a check is required, the traveler must submit the following to the Clerk of the Court/Accounting at least ten (10) working days prior to the due date for the registration fee:

- A copy of the 'approved' Pre-Approval Report;
- A vendor invoice OR literature from the organization if one is available (must include name of payee, mailing address, amount of registration fee and actual date of conference or event);
- A copy of the registration form (be sure the form is properly completed as it will be mailed directly to the payee).

Optional entertainment included on the registration form outside of the base cost of the event is a personal expense and will not be reimbursed by the County.

III. **Expense Report Reimbursement**

1) General

The Expense Report is to be used to reimburse travelers for expenses incurred while on travel. Upon completion of the travel, the traveler must submit the Expense Report, with original receipts for hotel room, gas, parking, car rental, airline ticket, screenshot of the official FDOT city to city mileage and google maps for vicinity travel if using a personal vehicle, and other expenses to be approved by their supervisor and the County Administrator where the final/complete travel will be submitted to Clerk of the Court/Accounting and uploaded to Banner/Financial system. If receipts cannot be produced then a sworn and signed Affidavit must be completed and included with the Expense Report.

2) Non-Reimbursable Expenses

- Tips, except for approved tourism marketing expenses
- Personal travel insurance (travel insurance that benefits the County is acceptable)
- Rental car insurance
- Personal laundry service
- Locksmith services
- Personal telephone calls
- Mileage between home and official place of work
- Fines for traffic violations
- Room service
- Food (except as provided herein)
- Any other personal expense

3) Personal Travel While on County Business

Travelers occasionally extend their visit to a city beyond the period required to complete the official business of the County. The traveler's supervisor, prior to the date of travel, must approve annual leave. A traveler will not be reimbursed for expenses incurred beyond the time required to complete the official business of the County. The Expense Report must show "personal" on the days that the traveler

ADMINISTRATIVE DIRECTED POLICY

was on personal business.

IV. PER DIEM AND MEAL ALLOWANCES

Per Diem is subsistence allowance that a traveler is authorized to receive when traveling on official business. A P-Card shall not be used for meals. The rates for reimbursement will be according to the the U.S. General Service Administration (GSA) Per Diem Rates (Meals and Incidental Expense Breakdown) on the website: <http://www.gsa.gov>.

A. CLASS OF TRAVEL

- CLASS A:** Continuous travel of 24 hours or more away from official headquarters.
- CLASS B:** Continuous travel of less than 24 hours that requires overnight absence from official headquarters. Cannot exceed four quarters.
- CLASS C:** Travel for short day trips not requiring overnight absence from official headquarters.

Day trip/travel - a period of 24 hours consisting of four quarters of 6 hours each.

Meal allowance reimbursements for Class C travel are included in employee's paycheck. An ACH refund will be processed for other expenses such as mileage and tolls.

B. AUTOMOBILE TRAVEL

1) Use of Own Automobile

A traveler may use his/her own automobile when it is in the best interest of the County. A justification shall be provided. The County will reimburse the traveler for the official mileage between the cities, or the negotiated airfare, whichever is less. Costs of operation, maintenance and ownership of a vehicle are the responsibility of the traveler. The County is not authorized to reimburse a traveler for repairs or other related costs incurred while traveling on official business of the County.

2) Mileage Allowance

Travelers using their own automobiles will be eligible for reimbursement a rate regulated by the IRS.

Whenever possible, mileage between cities must be obtained from the FDOT Official Highway Mileage website <https://fdotewp1.dot.state.fl.us/CityToCityMileage/viewer.aspx>. Traveler will not be reimbursed for mileage between home and official place of business. Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less.

3) Mileage to Airport

When traveling to the airport, the traveler is authorized to claim mileage from his/her official headquarters, or home, whichever is less.

4) Travel Route

All travel connected with the official business of the County must be by the most direct route. If a person travels by an indirect route for his/her own convenience, the extra costs must be borne by the traveler. The County will only reimburse the traveler for those expenses that would have been incurred had the traveler used the most direct route. If the employee is travelling by air and will not return home immediately following the end of County business due to personal travel, the County

ADMINISTRATIVE DIRECTED POLICY

will reimburse the employee for the cost of round-trip airfare to and from Florida airport that the employee departed from (with proof of such cost) or the cost of round-trip airfare to the employee's personal destination, whichever is less. If proof of round-trip airfare cost to and from Florida airport is not provided, the traveler will be reimbursed for the cost of one-way airfare only.

5) In-County Travel

The employee may be reimbursed for in-County mileage traveled for County related business. An employee may attend a seminar that takes place within the County. Submitting a travel request is not required for this type of travel, unless there are expenses that will be incurred other than registration. Use of a personal vehicle for in-County travel must be justified. Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less. Class C meals will not be paid for in-County travel. A reimbursement voucher for in-County travel can be submitted to the County at any time; however, the Clerk of the Court/Accounting encourages submission once or twice a month.

6) Commissioner Day Travel Mileage/Tolls Monthly Reimbursement Report (Exhibit A)

When using a personal vehicle, County Commissioners may submit a Commissioner Day Travel Mileage/Tolls Monthly Reimbursement Report (Report), which includes mileage, tolls, and a description of the public purpose, for all day travel conducted that does not involve any ancillary reimbursement(s) other than tolls for which a receipt is provided. The Report shall be submitted to the Clerk of the Court/Accounting in a timely manner at the conclusion of each month and shall have attached maps depicting the travel route(s) that also notes the mileage used. As FDOT map sourcing does not provide for detailed mileage within the vicinity of local jurisdictions, a Mapquest or Google Maps product may be used. The Report must be completed in its entirety prior to submission. Mileage reimbursement shall not be allowed for travel between home and the official place of work (headquarters). Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less.

7) Fire Rescue Mileage Allowance

Mileage allowance from fire station to fire station for employees covered by the Agreement between Martin County and Martin County Firefighters Association, Local 2959, IAFF shall be in accordance with that Agreement.

C. CASH ADVANCE

Cash advances in a form determined by the Martin County Clerk of the Court/Accounting Department will be permitted only when P-Card use is not feasible or allowed.

D. MISCELLANEOUS

1) Workshops, Seminars, or Other Training

Travel expenses to attend workshops, seminars or other types of training must be incurred only when the subject matter of the training is relevant to the duties required in the employee's current position. The training must be intended to improve the efficiency of a "qualified" employee.

2) Purchasing Card

P-Cards shall be used for the purpose of County authorized travel unless prohibited by grant rules. Absolutely no personal purchases or cash advances are allowed when using a County issued P-Card. In accordance with the P-Card Policy, the card should be used for conference registration (when required) and to charge expenses incurred while traveling on the official business of the County such as hotel rooms, car rental, and airfare. Vendor must be notified of the County's Tax

ADMINISTRATIVE DIRECTED POLICY

Exempt status prior to processing sales transaction.

All guidelines of the Travel Policy apply when using P-Cards for travel. P-Card charges used for travel purposes are considered advances and must be included as an advance on the Expense Report.

3) Overpayments

Any overpayment made to an employee must be paid back to the County as soon as they are notified of such overpayment, and/or a date is mutually arranged. Any advance requests or reimbursements submitted for processing will be held until reimbursement to the County has been made.

4) Metropolitan Planning Organization (MPO)

The MPO shall utilize County procedures for travel authorization and reimbursement with the exception of P-Card use. Check advances for hotel, registration and airfare shall be allowed. Reimbursement for mileage, tolls, meals and per diem shall be after the fact. State grant funds may not be used for Class C travel per Section 112.061(15), Florida Statutes. MPO members who are not employees of the Martin County Board of County Commissioners shall be reimbursed for meals and mileage in accordance with the rates outlined in Section 112.061, Florida Statutes.

5) Mutual Aid Deployment

In the event that Fire Rescue or other County employees are deployed outside the County for mutual aid, the employee shall be permitted to use a P-Card to pay for meals or may choose to follow the travel reimbursement guidelines herein to request reimbursement for travel expenses. If using a P-Card, the daily allowance for meals shall not exceed the daily authorized M & IE amount allowed by GSA.

6) State Funded Travel

Travel funded by the State will be reimbursed to the employee in accordance with the County travel policy regardless of State reimbursement rates. Employee must attach proof of State funding to the travel request.

7) Non-Employee Travel for Tourist Development

Travel expense for travel writers/bloggers, tour operators and travel agents shall be in accordance with the Tourism Familiarization Travel Policy in the County Purchasing Manual, and Section 125.0104, Florida Statutes. The Tourism Director is delegated authority to authorize travel and incur expenses. A Tourist Development Travel Expense Voucher shall be completed and submitted Clerk of the Court/Accounting upon completion of travel.

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AGREEMENT

Between

THE MARTIN
METROPOLITAN PLANNING ORGANIZATION

And

MARTIN COUNTY, FLORIDA

For

STAFF SERVICES

THIS AGREEMENT made and entered into this 16th day of OCTOBER, 2007, by and between THE MARTIN METROPOLITAN PLANNING ORGANIZATION, hereinafter called the "MPO," and MARTIN COUNTY, FLORIDA, hereinafter called the "COUNTY."

WITNESSETH:

WHEREAS, the MPO, pursuant to the authority conferred upon it by Article 5 of the Interlocal Agreement establishing the Martin County Metropolitan Planning Organization effective July 18, 2006, may enter into contracts with local or state agencies to utilize the staff resources of such agencies and for the performance of certain services by such agencies; and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Joint Participation Agreement between the MPO and the Florida Department of Transportation dated September 19, 2006, it is contemplated that COUNTY personnel will perform a substantial portion of each task necessary to carry out the Transportation Planning and Programming Process mandated by Federal Regulations as a condition precedent to the receipt of Federal Funds for the planning, construction or operation of Transportation Programs and Projects; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the COUNTY in providing Staff Services to the MPO be defined and fixed by formal agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises and representations herein, the parties agree as follows:

1.0 PURPOSE

For the reasons recited in the preamble, which are hereby adopted as part hereof, this Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement establishing the MPO and the Joint Participation Agreement between the MPO and the Florida Department of Transportation, and to provide personnel for the administration of the MPO.

2.0 DEFINITIONS

- .01 COUNTY ADMINISTRATOR: Shall mean the Martin County Administrator.
- .02 FDOT: shall mean the Florida Department of Transportation.
- .03 FHWA: shall mean the United States Federal Highway Administration.

- 1 .04 UPWP: shall mean the annual Unified Planning Work Program required by Federal
2 Regulations. (23 CFR 450 A)
3
- 4 .05 FTA: shall mean Federal Transit Administration.
5
- 6 3.00 SCOPE OF SERVICES
7
- 8 It is agreed by the COUNTY that it shall furnish the MPO with the professional, technical,
9 administrative and clerical services, the supplies, the equipment, the office and other
10 space, and such other incidental items as may be required and necessary to manage the
11 business and affairs of the MPO and to carry on the Transportation Planning and
12 Programming Process specified by the Joint Participation Agreement between the MPO
13 and FDOT dated September 19, 2006; provided, it is understood and agreed that unless
14 otherwise provided for, the performance of such service and functions shall be limited to
15 those specified and allocated in the UPWP budget and all approved budgets under
16 Federal or state grant contracts with the MPO. It is further agreed:
17
- 18 .01 COUNTY ADMINISTRATOR
19
- 20 The County Administrator, or his/her designee, shall be responsible to the MPO for the
21 Conduct of the Transportation Planning Process as well as the appointment, assignment,
22 direction and control of all county personnel necessary thereto; the development of
23 appropriate organizational structure to carry out the responsibilities set forth in this
24 Agreement; and the development of procedures to monitor and coordinate the Planning
25 Process.
26
- 27 .02 COMMITMENT OF PERSONNEL
28
- 29 The COUNTY Administrator, or his/her designee, shall annually have prepared a detailed
30 listing of all tasks necessary and incident to carry out the Planning Process, the man-
31 hours required to carry out such tasks, and the required skills or qualifications of the
32 personnel assigned to MPO duties. The personnel so assigned shall, when performing
33 such duties, be under the direction of the person in charge of and bearing the
34 responsibility for, producing the required work product.
35
- 36 .03 TECHNICAL ADVISORS
37
- 38 The head of each COUNTY department or agency participating in the Transportation
39 Planning Process shall be deemed a Technical Advisor in the field of his competency and
40 shall be expected to provide the MPO with expert advice or perform such duties incident
41 thereto as the COUNTY Administrator shall assign.
42
- 43 .04 GENERAL COUNSEL
44
- 45 The COUNTY Attorney shall be the legal advisor to the MPO and shall represent the
46 MPO in all legal matters provided that the MPO may employ special counsel for specific
47 needs.
48
- 49 .05 MPO STAFF DIRECTOR
50
- 51 An MPO Staff Director to be designated by the COUNTY Administrator and serving at
52 his/her pleasure, shall be considered a county employee with all associated rights and
53 obligations, shall report directly to the MPO Policy Board for all matters regarding the
54 administration and operation of the MPO and, shall have the following duties and
55 functions with relation to the MPO: coordinating the activities of the various structures
56 established by the Interlocal Agreement heretofore mentioned; preparing the agendas of

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the MPO and MPO Technical Advisory Committee and Citizens Advisory Committee; preparing Resolutions and other appropriate documents; scheduling meetings; giving notice; keeping minutes; preparing an annual report; preparing such interim reports as may be required; developing and implementing operating procedures necessary to carry out the functions and duties of the MPO Staff Director, directing the implementation of policies established by the MPO, and performing such other duties as may be assigned by the MPO Board or required by governing local, state or federal regulations or laws.

.06 ANNUAL BUDGET

The COUNTY Administrator shall have prepared an Annual Budget on October 1 to September 30 fiscal year basis. The budget shall identify funding sources, participating agencies and the level of participation by the various agencies. The MPO shall prepare its operating Budget to address its use of state, federal and local funds as part of the UPWP on a fiscal year basis of July 1 to June 30.

.07 FINANCIAL ADMINISTRATION

Through the MPO Staff Director:

- .07.1 The Records and accounts of the MPO shall be administered by the COUNTY in accordance with accounts and accounting procedures which shall be developed by the COUNTY for the MPO and in accordance with all state and federal regulations and laws applicable to the MPO.
- .07.2 Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures and all state and federal rules, regulations and laws applicable to the MPO.
- .07.3 Purchasing of materials, supplies, equipment and services shall be through the COUNTY Purchasing Division in accordance with COUNTY procedures and practices and all state and federal rules, regulations and laws applicable to the MPO.
- .07.4 Expenditures of money shall only be made in accordance with procedures which shall be developed by the COUNTY for the MPO and shall comply with all state and federal rules, regulations and laws applicable to the MPO.
- .07.5 Deposit of Funds. All monies received by the MPO shall be deposited with the COUNTY in a trust account and applied only in accordance with the provisions of the procedures established pursuant to Section 3.07.4 of this Agreement.

4.0 REIMBURSEMENT OF COUNTY

The MPO 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 with the MPO and in accordance with the procedures established pursuant to 3.07 of this Agreement.

5.0 CONSULTANTS

It is agreed by the parties that nothing in this Agreement shall limit or preclude the prerogative of the MPO to enter into contracts for other professional consultant services to perform such tasks as the MPO may deem appropriate provided the control and

1 direction of such consultants and the administration of such contracts shall be in
2 conformance with all applicable local, state and federal, rules, regulations and laws,
3 related to procuring professional services.
4

5 6.0 FEDERAL ASSURANCES

6
7 .01 SUBCONTRACTING
8

9 The MPO may perform or may subcontract with other public agencies, work valued at not
10 more than 50 per cent of the value of the annual Unified Planning Work Program,
11 excluding specialized services. Specialized services are those items not ordinarily
12 furnished in support of the urban transportation planning process. Specialized services
13 and subcontract work should be itemized in the Unified Planning Work Program to the
14 extent that they are determinable, and approved in the process of approval of the Unified
15 Planning Work Program.
16

17 .02 SUPPLEMENTAL AGREEMENTS
18

19 It is understood and agreed that, in order to permit federal participation, no supplemental
20 agreement of any nature may be entered into by the parties hereto with regard to the
21 work to be performed hereunder without the approval of the U.S. Department of
22 Transportation, anything to the contrary in the Agreement notwithstanding.
23

24 .03 THIRD PARTY CONTRACTS
25

26 Except as otherwise authorized in writing by the Florida Department of Transportation,
27 FTA, and FHWA, the COUNTY shall not execute any contract or obligate itself in any
28 other manner with any third party with respect to the Staff Services provided under this
29 Agreement without the prior written concurrence of the Florida Department of
30 Transportation, FTA, and the FHWA. Subletting of consultant contracts and contracts
31 with other public agencies shall be in accordance with the requirements of 23 CFR 172.
32

33 .04 TERMINATION OR SUSPENSION
34

35 .04.1 Termination or Suspension Generally. If the COUNTY abandons or, before
36 completion, finally discontinues the Staff Services provided under this
37 Agreement; or if for any other reason, the commencement, prosecution, or timely
38 completion of the Staff Services provided under this Agreement by the COUNTY
39 is rendered improbable, infeasible, impossible, or illegal, the MPO may, by
40 written notice to the COUNTY, suspend any or all of its obligations under this
41 Agreement until such time as the event or condition resulting in such suspension
42 has ceased or been corrected, or the MPO may terminate any or all of its
43 obligations under this agreement.
44

45 .04.2 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any
46 final termination notice under this Section, the COUNTY shall proceed promptly
47 to carry out the actions required therein which may include any or all of the
48 following: (1) necessary action to terminate or suspend, as the case may be,
49 Staff Services provided under this Agreement and contracts and such other
50 actions as may be required or desirable to keep to the minimum the costs upon
51 the basis of which the financing is to be computed; (2) furnish a statement of the
52 status of the Staff Services provided under this Agreement and of the Payroll
53 Accounts as well as a proposed schedule, plan, and budget for terminating or
54 suspending and closing out Staff Services provided under this Agreement and
55 contracts, and other undertakings the costs of which are otherwise includable as
56 costs; and (3) remit to the MPO such portion of the financing and any advance

1 payment previously received as is determined by the parties to be due under the
2 provisions of the Agreement. The closing out shall be carried out in conformity
3 with the latest schedule, plan, and budget as approved by the MPO or upon the
4 basis of terms and conditions imposed by the MPO upon the failure of the
5 COUNTY to furnish the schedule, plan and budget within a reasonable time. The
6 acceptance of a remittance by the COUNTY or the closing out of Federal
7 financial participation in the Staff Services provided under this Agreement shall
8 not constitute a waiver of any claim which the MPO may otherwise have arising
9 out of this Agreement.

10
11 **.05 AUDIT AND INSPECTION**

12
13 The COUNTY shall permit, and shall require its contractors to permit FHWA, FTA, and
14 the Florida Department of Transportation authorized representatives to inspect all work,
15 materials, payrolls, records of personnel, invoices of materials, and other relevant data
16 and records; and to audit the books, records, and accounts of the COUNTY, pertaining to
17 the development of the Staff Services provided under this Agreement. Records of costs
18 incurred under terms of the Agreement shall be maintained and made available upon
19 request of the Florida Department of Transportation, FTA, or FHWA at all times during
20 the period of a specific Unified Planning Work Program and for three years after final
21 payment is made on a specific Unified Planning Work Program. Copies of these
22 documents and records shall be furnished to Florida Department of Transportation, FTA,
23 or FHWA upon request. The COUNTY shall furnish annual audit reports to Florida
24 Department of Transportation in accordance with UPWP procedures, and all applicable
25 local, state and federal, rules, regulations and laws.

26
27 **.06 EQUIPMENT**

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29 Where Federal funds are to be used to provide part or all of the cost of equipment, such
30 Expenditures must have the prior written approval of the Florida Department of
31 Transportation and the FHWA, and must be in accordance with the requirements of 23
32 CFR 420A.

33
34 **.07 PUBLICATION, RENTAL OF SPACE OR EQUIPMENT AND INDIRECT COSTS**

35
36 This Agreement is subject to all applicable requirements of 23 CFR and all other
37 applicable Federal regulations related to approval of travel, report publication provisions,
38 rental of space or equipment, and indirect costs. All reports published by the MPO or
39 COUNTY which were funded wholly or in part by FHWA Planning (PL) funds shall contain
40 the credit "prepared in cooperation with the U.S. Department of Transportation, Federal
41 Highway Administration."

42
43 **.07.1 Indirect Costs (Reserved)**

44
45 **.08 NONDISCRIMINATION**

46
47 **.08.1 Compliance with Regulations.** The COUNTY shall comply with the regulations of
48 Fed. DOT relative to nondiscrimination in federally-assisted programs of the Fed.
49 DOT (Title 49, Code of Federal Regulations, Part 21, and Part 23, hereinafter
50 referred to as the Regulations), which are herein incorporated by reference and
51 made a part of the contract.

52
53 **.08.2 Nondiscrimination.** The COUNTY, with regard to the work performed by it after
54 award and prior to completion of the contract work, will not discriminate on the
55 grounds of race, color, religion, sex, national origin, age, marital status, or
56 disability, in the selection and retention of subcontractors, including

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procurements of material and leases of equipment. The COUNTY 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.

.08.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations made by the COUNTY 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 COUNTY of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, national origin, age, marital status, or disability.

.08.4 Information and Reports. The COUNTY 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, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall certify to the Florida Department of Transportation, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

.08.5 Sanctions for Noncompliance. In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or FTA or FHWA may determine to be appropriate, including, but not limited to, withholding of payments to the COUNTY under the contract until the COUNTY complies; and/or cancellation, termination or suspension of the contract, in whole or in part.

.08.6 Incorporation of Provisions. The COUNTY will include the provisions of Paragraphs 6.08.1 through 6.08.6 in every subcontract, including procurement of materials and leases pursuant thereto. The COUNTY will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event the COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY 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 State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

.09 TRAINING

The use of federal funds for training of employees of the COUNTY shall be in accordance with the requirements of 23 CFR, and all other applicable Federal Regulations.

.10 PROHIBITED INTERESTS

The COUNTY shall insert in all contracts entered into in connection with the Staff Services provided under this Agreement or any property included or planning to be included in any Staff Services provided under this Agreement, and shall

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require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the COUNTY or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

This provision shall not be applicable to any agreement between the COUNTY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

7.0 MISCELLANEOUS PROVISIONS

.01 HOW CONTRACT AFFECTED BY PROVISION BEING HELD INVALID

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.

.02 EXECUTION OF AGREEMENT

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.

.03 DURATION OF AGREEMENT AND WITHDRAWAL PROCEDURE

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, 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 terms and amount regardless of withdrawal.

.04 AMENDMENT OF AGREEMENT

The COUNTY and the MPO 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.

.05 CONFIRMATION OF AGREEMENT

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

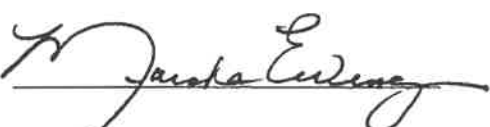
.06 AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words 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.

IN WITNESS WHEREOF, the undersigned parties have caused the Agreement to be duly executed in their behalf on the respective date indicated.

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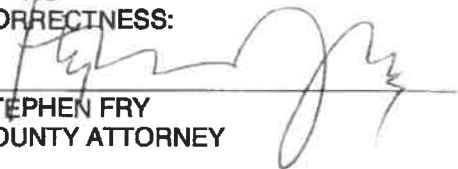
ATTEST:


MARSHA EWING, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: 
MICHAEL DITERLIZZI, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:


STEPHEN FRY
COUNTY ATTORNEY

METROPOLITAN PLANNING ORGANIZATION


MICHAEL DITERLIZZI, CHAIRMAN

September 17, 2007
Date

**A RESOLUTION OF THE
MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO)
AMENDING ITS STAFF SERVICES AGREEMENT BETWEEN
THE MARTIN MPO AND MARTIN COUNTY
RESOLUTION NUMBER 08-03**

WHEREAS, the Staff Services Agreement between the Martin Metropolitan Planning Organization (MPO) Policy Board and the Martin County Board of County Commissioners was last executed on January 17, 1995; and,

WHEREAS, Committee names, and references to applicable rules, regulations and laws require updating; and,

WHEREAS, consistent with the recently enacted State of Florida HB 985, the MPO Coordinator shall be called the MPO Staff Director; and,

WHEREAS, all other agreements referenced in the 1995 Staff Services Agreement have been recently updated are now obsolete necessitating the update of this Agreement; and,

WHEREAS, Martin County does not draw indirect costs from the MPO Planning Funds that it provides to the MPO in support of administrative costs but may wish to do so in the future; and,

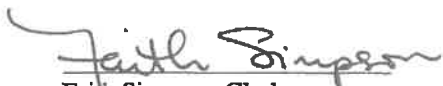
WHEREAS, the Staff Services Agreement requires updating and is reflective of the MPO's relationship to its host, Martin County;

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION POLICY BOARD MEMBERS:

- 1) The Martin Metropolitan Planning Organization shall propose that the January 17, 1995, Staff Services Agreement be amended as reflected in the attached, Staff Services Agreement.
- 2) The proposed, amended Agreement shall be submitted to the Martin Board of County Commissioners for consideration and execution at the earliest opportunity.
- 3) The January 17, 1995, Staff Services Agreement between Martin County and the Martin Metropolitan Planning Organization shall remain in full force and effect until replaced by a new Staff Services Agreement duly considered and executed by parties thereto.

DULY PASSED AND ADOPTED THIS 17TH DAY OF September, 2007


Attest:


Faith Simpson, Clerk

Martin Metropolitan Planning Organization
Policy Board


Michael DiTerlizzi, Chairman

Approved as to Form:


Stephen Fry, County Attorney

ADMINISTRATIVE DIRECTED POLICY

To: BCC Employees **Revised by:** Martin County Administration

Subject: TRAVEL POLICY – REVISED

EffectiveDate: December 30, 2020 **Created by:** Clerk of the Circuit Court & Martin County Administration

PURPOSE

The travel policy of the Martin County Board of County Commissioners (the “County”) is regulated by Section 112.061, [Florida Statutes](#). Standard Mileage Rate is published by the Internal Revenue Service.

The purpose of this policy is to establish uniform guidelines that are consistent with the business objectives of Martin County. It is the County’s policy to reimburse employees for reasonable expenses incurred when traveling for official county business, including meetings conferences, trainings, workshops and seminars. Travel may be local, in state, out of state and/or overnight.

Procedures for travel to include the requests, approval, reimbursement and related documents will be found in the Travel Automation User Training Guides.

 12/30/2020

Taryn Kryzda, County Administrator

Suppression History:

POL219 – Dec 30,2020
POL219 – August 1, 2019
POL219 – June 17, 2019
POL204 – April 3 0, 2018
POL195 – June 8, 2017
POL193 – June 1, 2017
POL164 – March 16, 2015
POL136 – July 24, 2013
POL101 – June 7, 2011
POL74 – March 10, 2010
POL13 - October 3, 2006 POL5
- December 6, 2005
cwd04o.004 - January 7, 2004
cwd01o.007 - January 23, 2001
adm00m.023 - October 20, 1999

ADMINISTRATIVE DIRECTED POLICY

POLICY

AUTHORITY TO TRAVEL

All travel requests to a non-contiguous County require pre-approval whether or not expenses are incurred. The County is authorized by state law to reimburse individuals for expenses incurred while traveling on official County business. The expenses must be directly related to the purpose of the trip, evidenced by receipts and other supporting documentation.

State law and County policy require approval by the County Administrator or designee for all travel by a County employee, prior to the date of travel, when possible. Local travel or day travel to a contiguous county does not require a travel authorization unless an expense is incurred (except Sunpass and parking). Emergencies may preclude the applicability of policy in certain instances.

The reimbursement of travel expenditures must be in compliance with Section 112.061, Florida Statutes. Travel expenditures will be reimbursed only upon submission of the Expense Report, after completion of a trip. The County will not process requests for travel reimbursement not in compliance with this section of the law.

A Purchasing Card (P-Card) shall be used for all travel related expenses where allowed. Travel expenses utilizing grant funds where the granting agency does not allow use of a credit card shall be paid by County check.

I. Definitions

- A. Department Director – Director of a given department with authority to make budget
- B. Approver – Authorized staff to approve Pre-Approval Report and Expense Reports
- C. Designee – An Approval Delegate that has been assigned by an approver in their absence
- D. Delegate – Assigned staff with the ability to create and submit Pre-Approval Report and Expense Reports on a traveler's behalf
- E. M & IE – meals and incidental expenses such as laundry room services, tips for services and other fees that may be associated with travel
- F. Per Diem – Daily allowance for M & IE
- G. GSA – US General Services Administration, guidelines for meals reimbursement
- H. Blanket Request Travel Authorization - A BTRA may be used when an employee performs numerous trips out of the County to the same destination and/or to neighboring counties. This may be set up for a fiscal year or shorter period; however, they all will expire at the end of the fiscal year (September 30)
- I. Pre-Approval Report – Request for travel authorization
- J. Expense Report – Post travel reimbursement

II. Policy

A. TRAVEL REQUEST

All requests for travel must be approved in advance by applicable Department Director or their designee. Please refer to the Travel Automation User Training Guides for the procedures related to the travel request submission, expense management and travel reconciliation.

The traveler is responsible for making reservations for airline tickets, hotels, and car rental. It is the traveler's responsibility to provide a tax-exempt certificate to the hotel, car rental agency, etc., and to ensure that sales tax is not charged. If the traveler chooses to use a personal credit card, the County's

ADMINISTRATIVE DIRECTED POLICY

tax exemption certificate will not be honored by the vendor and the traveler will not be reimbursed for taxes. The County shall not pay any State sales taxes except for extenuating circumstances and out of state travel.

1) Common Carrier/Air

The County will only reimburse economy class airline, train, or bus travel. Travelers securing upgraded fares must personally pay for the upgraded fare and request reimbursement for the cost of the economy fare. A statement must be attached to the Expense Report showing the economy rate. Travelers using personal frequent flier miles are required to submit three (3) quotes for the flight. The traveler will be reimbursed based on the most economical of the three.

2) Cancelled Airline Tickets

The traveler must maintain airline tickets that are not used due to cancellation of the trip. In most cases the airline ticket will remain open up to one (1) year of original purchase date. For an additional fee a transfer can be done to use the open ticket. Notify the Clerk of the Court/Accounting of cancellation and notice of open ticket.

3) County Vehicles

County vehicles shall be used whenever possible. A justification shall be provided when using a personal vehicle for County travel. Indicate County vehicle use in the map mileage section on the Expense Report.

4) Car Rental/Taxi

The County will only reimburse travelers for the rental of compact cars. An exception to this rule is normally allowed when the automobile is shared with other travelers resulting in a savings to the County.

Before driving away from the rental premises, the traveler should examine the car to make sure it is not damaged. If the car is damaged, the traveler should notify the rental company and request either another car or a written statement from a representative of the company acknowledging that the car was damaged when delivered to the traveler.

All accidents are to be reported to the car rental company. Any forms or reports prepared by the police or car rental company shall be turned in to Risk Management.

The traveler must obtain the original copy of the receipt from the car rental company at the time the car is returned. The receipt must be attached to the Expense Report submitted to the Clerk of the Court/Accounting. Car rental companies have "drop off" facilities at most airports. When such facilities are used, the traveler must contact the rental company to obtain a copy of the receipt. Clerk of the Court/Accounting cannot process the Expense Report until all receipts are available for audit.

5) Mandatory Use of Seat Belts

All occupants of County vehicles and/or rented vehicles are required by law to use seat belts while traveling in such vehicles. Failure to use seat belts may result in disciplinary action or reduced worker's compensation benefits in the event of an accident.

6) Fuel Reimbursement

Travelers shall use a P-Card or will be reimbursed for gasoline purchased while renting a car, or while utilizing a County vehicle on County business. Fuel cost reimbursement will not be allowed when using a personal vehicle. The original gas receipt must be turned into the Clerk of the Court/Accounting with the Expense Report. In the event of a fuel pump malfunction or inability to obtain a printed receipt, a photograph of the pump with the amount of fuel and the cost of that fuel, plus a matching P-Card charge

ADMINISTRATIVE DIRECTED POLICY

is adequate. In lieu of utilizing a gas station, vehicle should be fueled at the General Services gas pump prior to leaving the County and/or when returning to the County when possible.

7) Hotel Accommodations/Lodging

The traveler is responsible for making appropriate arrangements with hotels for the rental of rooms. A P-Card shall be used to reserve the hotel room unless P-Card use is not permitted due to grant restrictions.

The County will pay for single occupancy only, unless the room is shared with another County authorized traveler. When multiple travelers share a hotel room, and the hotel bill is paid by one of the travelers, the traveler paying the bill shall request reimbursement for the total amount of the bill. When multiple travelers have separate rooms and one traveler pays the hotel bill for all, then the traveler paying the hotel bill shall request reimbursement for the total amount on the Expense Report.

The traveler whose hotel bill is being paid must state on his Expense Report "hotel room compliments of John Doe". If two travelers share a hotel room and split the bill, each traveler may claim one-half of the hotel bill on their Expense Report. In each of the above situations, each traveler shall provide an explanation of the circumstances and submit their Expense Report together or provide copies of the approved Expense Report of the other traveler(s).

The *itemized* hotel receipt must be filed with the Expense Report and must have a zero balance. The Clerk of the Court/Accounting will not process without a hotel receipt. A copy of the credit card charge slip alone is not acceptable. If payment is made by County P-Card the expense shall be shown as an advance on the Expense Report. Only the cost of the room (including tax when applicable) and allowable parking fees pursuant to this policy per night will be reimbursed. It is your responsibility to supply a Tax Exempt Certificate to the hotel. Personal calls, meals, or any other charges included in the hotel bill are not reimbursable. Any calls made strictly for business must be clearly marked as such if the traveler is requesting reimbursement.

Hotel parking fees are reimbursable for *self-parking* only unless valet is the only option (statement required on Expense Report). Receipts are required for reimbursement. Parking charges shown on a hotel bill are an acceptable form of receipt for reimbursement. Tax is reimbursable for parking expenses if the tax cannot be forgiven in cases such as parking meters, automated parking lot machines, airport lots, etc.

The traveler is responsible for canceling hotel reservations when a trip is cancelled, or the dates changed. The traveler will be personally liable to the hotel for any charges or penalties resulting from failure to give proper notice of cancellation, except in the case of extenuating circumstances approved by the County Administrator or designee.

A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the County Administrator. Criteria for approval may include late night or early morning job responsibilities and excessive travel time because of traffic conditions.

8) Tax Exemption

The County is Tax-Exempt and will not pay any State taxes except for extenuating circumstances, out of state travel and other instances stated herein. When making travel arrangements supply a copy of the tax-exempt form to vendors to waive all and any State taxes. The Tax Exempt Certificate is available on the website at www.martin.fl.us, type **tax exempt** in the Search field. Tax will not be reimbursed to employees who choose to use their personal credit card for travel.

ADMINISTRATIVE DIRECTED POLICY

9) Registration Fees

A registration fee to attend a conference, convention, or any other event is frequently required prior to the date of the event. A P-Card should be used when possible. If agency does not accept the P-Card, a check will be mailed directly to the payee along with a copy of the registration form.

If a check is required, the traveler must submit the following to the Clerk of the Court/Accounting at least ten (10) working days prior to the due date for the registration fee:

- A copy of the 'approved' Pre-Approval Report;
- A vendor invoice OR literature from the organization if one is available (must include name of payee, mailing address, amount of registration fee and actual date of conference or event);
- A copy of the registration form (be sure the form is properly completed as it will be mailed directly to the payee).

Optional entertainment included on the registration form outside of the base cost of the event is a personal expense and will not be reimbursed by the County.

III. **Expense Report Reimbursement**

1) **General**

The Expense Report is to be used to reimburse travelers for expenses incurred while on travel. Upon completion of the travel, the traveler must submit the Expense Report, with original receipts for hotel room, gas, parking, car rental, airline ticket, screenshot of the official FDOT city to city mileage and google maps for vicinity travel if using a personal vehicle, and other expenses to be approved by their supervisor and the County Administrator where the final/complete travel will be submitted to Clerk of the Court/Accounting and uploaded to Banner/Financial system. If receipts cannot be produced then a sworn and signed Affidavit must be completed and included with the Expense Report.

2) **Non-Reimbursable Expenses**

- Tips, except for approved tourism marketing expenses
- Personal travel insurance (travel insurance that benefits the County is acceptable)
- Rental car insurance
- Personal laundry service
- Locksmith services
- Personal telephone calls
- Mileage between home and official place of work
- Fines for traffic violations
- Room service
- Food (except as provided herein)
- Any other personal expense

3) **Personal Travel While on County Business**

Travelers occasionally extend their visit to a city beyond the period required to complete the official business of the County. The traveler's supervisor, prior to the date of travel, must approve annual leave. A traveler will not be reimbursed for expenses incurred beyond the time required to complete the official business of the County. The Expense Report must show "personal" on the days that the traveler

ADMINISTRATIVE DIRECTED POLICY

was on personal business.

IV. PER DIEM AND MEAL ALLOWANCES

Per Diem is subsistence allowance that a traveler is authorized to receive when traveling on official business. A P-Card shall not be used for meals. The rates for reimbursement will be according to the the U.S. General Service Administration (GSA) Per Diem Rates (Meals and Incidental Expense Breakdown) on the website: <http://www.gsa.gov>.

A. CLASS OF TRAVEL

- CLASS A:** Continuous travel of 24 hours or more away from official headquarters.
- CLASS B:** Continuous travel of less than 24 hours that requires overnight absence from official headquarters. Cannot exceed four quarters.
- CLASS C:** Travel for short day trips not requiring overnight absence from official headquarters.

Day trip/travel - a period of 24 hours consisting of four quarters of 6 hours each.

Meal allowance reimbursements for Class C travel are included in employee's paycheck. An ACH refund will be processed for other expenses such as mileage and tolls.

B. AUTOMOBILE TRAVEL

1) Use of Own Automobile

A traveler may use his/her own automobile when it is in the best interest of the County. A justification shall be provided. The County will reimburse the traveler for the official mileage between the cities, or the negotiated airfare, whichever is less. Costs of operation, maintenance and ownership of a vehicle are the responsibility of the traveler. The County is not authorized to reimburse a traveler for repairs or other related costs incurred while traveling on official business of the County.

2) Mileage Allowance

Travelers using their own automobiles will be eligible for reimbursement a rate regulated by the IRS.

Whenever possible, mileage between cities must be obtained from the FDOT Official Highway Mileage website <https://fdotewp1.dot.state.fl.us/CityToCityMileage/viewer.aspx>. Traveler will not be reimbursed for mileage between home and official place of business. Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less.

3) Mileage to Airport

When traveling to the airport, the traveler is authorized to claim mileage from his/her official headquarters, or home, whichever is less.

4) Travel Route

All travel connected with the official business of the County must be by the most direct route. If a person travels by an indirect route for his/her own convenience, the extra costs must be borne by the traveler. The County will only reimburse the traveler for those expenses that would have been incurred had the traveler used the most direct route. If the employee is travelling by air and will not return home immediately following the end of County business due to personal travel, the County

ADMINISTRATIVE DIRECTED POLICY

will reimburse the employee for the cost of round-trip airfare to and from Florida airport that the employee departed from (with proof of such cost) or the cost of round-trip airfare to the employee's personal destination, whichever is less. If proof of round-trip airfare cost to and from Florida airport is not provided, the traveler will be reimbursed for the cost of one-way airfare only.

5) In-County Travel

The employee may be reimbursed for in-County mileage traveled for County related business. An employee may attend a seminar that takes place within the County. Submitting a travel request is not required for this type of travel, unless there are expenses that will be incurred other than registration. Use of a personal vehicle for in-County travel must be justified. Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less. Class C meals will not be paid for in-County travel. A reimbursement voucher for in-County travel can be submitted to the County at any time; however, the Clerk of the Court/Accounting encourages submission once or twice a month.

6) Commissioner Day Travel Mileage/Tolls Monthly Reimbursement Report (Exhibit A)

When using a personal vehicle, County Commissioners may submit a Commissioner Day Travel Mileage/Tolls Monthly Reimbursement Report (Report), which includes mileage, tolls, and a description of the public purpose, for all day travel conducted that does not involve any ancillary reimbursement(s) other than tolls for which a receipt is provided. The Report shall be submitted to the Clerk of the Court/Accounting in a timely manner at the conclusion of each month and shall have attached maps depicting the travel route(s) that also notes the mileage used. As FDOT map sourcing does not provide for detailed mileage within the vicinity of local jurisdictions, a Mapquest or Google Maps product may be used. The Report must be completed in its entirety prior to submission. Mileage reimbursement shall not be allowed for travel between home and the official place of work (headquarters). Mileage will be reimbursed for travel between home and travel destination OR official place of work and travel destination, whichever is less.

7) Fire Rescue Mileage Allowance

Mileage allowance from fire station to fire station for employees covered by the Agreement between Martin County and Martin County Firefighters Association, Local 2959, IAFF shall be in accordance with that Agreement.

C. CASH ADVANCE

Cash advances in a form determined by the Martin County Clerk of the Court/Accounting Department will be permitted only when P-Card use is not feasible or allowed.

D. MISCELLANEOUS

1) Workshops, Seminars, or Other Training

Travel expenses to attend workshops, seminars or other types of training must be incurred only when the subject matter of the training is relevant to the duties required in the employee's current position. The training must be intended to improve the efficiency of a "qualified" employee.

2) Purchasing Card

P-Cards shall be used for the purpose of County authorized travel unless prohibited by grant rules. Absolutely no personal purchases or cash advances are allowed when using a County issued P-Card. In accordance with the P-Card Policy, the card should be used for conference registration (when required) and to charge expenses incurred while traveling on the official business of the County such as hotel rooms, car rental, and airfare. Vendor must be notified of the County's Tax

ADMINISTRATIVE DIRECTED POLICY

Exempt status prior to processing sales transaction.

All guidelines of the Travel Policy apply when using P-Cards for travel. P-Card charges used for travel purposes are considered advances and must be included as an advance on the Expense Report.

3) Overpayments

Any overpayment made to an employee must be paid back to the County as soon as they are notified of such overpayment, and/or a date is mutually arranged. Any advance requests or reimbursements submitted for processing will be held until reimbursement to the County has been made.

4) Metropolitan Planning Organization (MPO)

The MPO shall utilize County procedures for travel authorization and reimbursement with the exception of P-Card use. Check advances for hotel, registration and airfare shall be allowed. Reimbursement for mileage, tolls, meals and per diem shall be after the fact. State grant funds may not be used for Class C travel per Section 112.061(15), Florida Statutes. MPO members who are not employees of the Martin County Board of County Commissioners shall be reimbursed for meals and mileage in accordance with the rates outlined in Section 112.061, Florida Statutes.

5) Mutual Aid Deployment

In the event that Fire Rescue or other County employees are deployed outside the County for mutual aid, the employee shall be permitted to use a P-Card to pay for meals or may choose to follow the travel reimbursement guidelines herein to request reimbursement for travel expenses. If using a P-Card, the daily allowance for meals shall not exceed the daily authorized M & IE amount allowed by GSA.

6) State Funded Travel

Travel funded by the State will be reimbursed to the employee in accordance with the County travel policy regardless of State reimbursement rates. Employee must attach proof of State funding to the travel request.

7) Non-Employee Travel for Tourist Development

Travel expense for travel writers/bloggers, tour operators and travel agents shall be in accordance with the Tourism Familiarization Travel Policy in the County Purchasing Manual, and Section 125.0104, Florida Statutes. The Tourism Director is delegated authority to authorize travel and incur expenses. A Tourist Development Travel Expense Voucher shall be completed and submitted Clerk of the Court/Accounting upon completion of travel.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THE
INDIAN RIVER METROPOLITAN PLANNING ORGANIZATION AND THE
ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION**

This Memorandum of Understanding is entered into on the 9th day of September, 2021, by and between the Martin Metropolitan Planning Organization (hereinafter referred to as "MMPO"), the Indian River Metropolitan Planning Organization (hereinafter referred to as "IRMPO") and the St. Lucie Transportation Organization (herein referred to as "TPO"), all constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

Whereas the Sebastian/Vero Beach Urbanized Area (represented by the Indian River MPO) and the Port St. Lucie Urbanized Area (represented by the St. Lucie TPO and Martin MPO) have, as a result of the 2010 Census, been determined to be contiguous to one another; and

Whereas, the three parties have agreed to cooperate in the development of a 2045 Regional Long Range Transportation Plan (RLRTP) for Martin, St. Lucie and Indian River counties; and

Whereas, the Martin Metropolitan Planning Organization (MMPO) has agreed to act as the Lead Agency, to contract with one of its General Planning Consultants (GPC) and to manage the overall project budget and milestones; and

Whereas, the MMPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the IRMPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the TPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the Florida Department of Transportation (FDOT) has agreed to provide technical staff support, to conduct the transportation modeling and to update the freight component of the 2040 RLRTP.

NOW, THEREFORE, the three parties, in reliance upon the above facts and in consideration of the mutual promises and covenants contained herein, do hereby agree as follows:

1. The MMPO will contract with one of its GPCs, subject to approval by IRMPO and TPO, for development of a Regional Long Range Transportation Plan (RLRTP) to benefit all three parties in accordance with Exhibit A "Scope of Services" which is attached hereto and incorporated herein. Since the source of funds will consist of federal highway planning (PL) funds from each of the three parties, all contractual provisions required by USDOT will be incorporated into the RLRTP contract by the MMPO. Once a final contract and project schedule is developed, such contract and project schedule will be provided to IRMPO and TPO for review and comment. Any comments shall be submitted to the MMPO within ten (10) business days after receipt of such contract and project schedule by IRMPO and TPO.

2. The IRMPO acknowledges and agrees that it will be liable and shall pay to the MMPO its share of the cost for the RLRTP in the amount of Twenty Thousand Dollars (\$20,000). IRMPO agrees to pay MMPO Ten Thousand Dollars (\$10,000) (half) upon completion by the GPC of Tasks 1.0 thru 5.0, as more particularly described in Exhibit A and to pay Ten Thousand Dollars (\$10,000) upon completion of Tasks 6.0 thru 11.0, as more particularly described in Exhibit A.

3. The TPO acknowledges and agrees that it will be liable and shall pay to the MMPO its share of the cost for the RLRTP in the amount of Twenty Thousand Dollars (\$20,000). TPO agrees to pay MMPO Ten Thousand Dollars (\$10,000) (half) upon completion by the GPC of Tasks 1.0 thru 5.0, as more particularly described in Exhibit A and to pay Ten Thousand Dollars (\$10,000) upon completion of Tasks 6.0 thru 11.0, as more particularly described in Exhibit A. A task shall be considered complete when the materials/deliverables associated with a task, as more particularly described in Exhibit A, are accepted by the MMPO in accordance with Section 4 of this Memorandum of Understanding.

4. The MMPO shall review all materials or deliverables submitted for the RLRTP and either preliminarily accept or disapprove same. If approved, MMPO shall send such materials/deliverables for IRMPO and TPO review. IRMPO and TPO shall have 10 business days after the receipt of such materials/deliverables to object or provide comments to MMPO's approval. If IRMPO and TPO do not object or provide comments prior to the expiration of this time period, MMPO shall accept such materials or deliverables. If IRMPO or TPO object and/or provide comments prior to the expiration of this time period, MMPO's approval shall be considered withdrawn, and the materials/deliverables subsequently shall not be approved by the MMPO until the objection and/or comments are addressed to the satisfaction of the IRMPO and TPO.

5. Disputes under this Agreement may be resolved by the parties' authorized representatives. If such Authorized Representatives are unable to reach

a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to all parties to conduct a mediation of the issues involved and make a recommendation to the parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

6. A Regional Plan Management Team (RPMT), composed of the MMPO, IRMPO and TPO and Florida Department of Transportation (FDOT) Staff will meet and oversee the development of the RL RTP in accordance with a mutually agreed upon schedule.

7. This agreement may be amended only by written agreement of the three parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least thirty-days (30) prior to the proposed effective date of the amendment.

8. This Agreement incorporates and includes all prior and current negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior and current representatives or agreements, whether oral or written.

9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

10. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) e-mail (ii) hand delivery to the other party; (iii) delivery by commercial overnight courier service; or (iv) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

MMPO

Martin MPO

Beth Beltran, MPO Administrator
3481 SE Willoughby Blvd., Suite 101
Stuart, FL 34994

IRMPO:

Indian River MPO

Brian Freeman, MPO Staff Director
Administration Building A
1801 27th Street
Vero Beach, FL 32960

TPO:

St. Lucie TPO

Peter Buchwald, Executive Director
466 SW Port St. Lucie Blvd., Suite 111
Port St. Lucie, FL 34953

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective of the date of the e-mail or the date of hand delivery.

11. The Project Manager for the MMPO is Beth Beltran, MPO Administrator, 3481 SE Willoughby Blvd., Suite 101, Stuart, FL 34994, telephone number (772) 221-1498. The Project Manager for the IRMPO is Brian Freeman, MPO Staff Director, Administration Building A, 1801 27th Street, Vero Beach, FL 32960, (772) 226-1990. The Project Manager for the TPO is Peter Buchwald, Executive Director, 466 SW Port St. Lucie Blvd., Port St. Lucie, FL 34953; telephone number (772) 462-1593.

12. In the event one of the parties materially breaches this Agreement and does not comply with the covenants contained herein, there shall arise in the other parties the right of unilateral termination of this Agreement. Following 30 days notice to the breaching party and a failure of the breaching party to remedy such breach within said 30 days following notice, or within such additional time as the parties may agree, the other terminating party(ies) may take action at a scheduled public meeting to terminate this Agreement. The breaching party shall be liable to the other party(ies) for all costs or damages incurred by the other party(ies) as a result of the breach of this Agreement by the breaching party.

13. Unless otherwise terminated as provided herein, this Agreement shall terminate upon final acceptance of the Plan by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date indicated above with an effective ^{9th} date of September, 2021.

ATTEST:

Martin Metropolitan Planning Organization

By: 

By: 

Name: Beth Beltran

Title: MPO Administrator

ATTEST:

Indian River Metropolitan Planning Organization

By: 

By: 

Name: Brian Freeman

Title: MPO Staff Director

ATTEST:

St. Lucie Transportation Planning Organization

By: 

By: 

Name: Peter Buchwald

Title: Executive Director

EXHIBIT A

MARTIN METROPOLITAN PLANNING ORGANIZATION AGREEMENT FOR CONTINUING SERVICES

RFP # 2019-3099

**Kimley-Horn and Associates, Inc.
Scope of Services – Task Order No. 6
2045 Regional Long Range Transportation Plan
For Martin and Indian River Metropolitan Planning Organizations (MPOs) and St Lucie
Transportation Planning Organization (TPO)**

The 2045 Regional Long Range Transportation Plan (RLRTP) for the Treasure Coast Transportation Council (TCTC) will update the 2040 RLRTP and build upon the 2045 Long Range Transportation Plans (LRTPs) for the three M/TPOs. The 2045 RLRTP will be complementary, with the LRTPs focused on the community/county level and the RLRTP focused on the regional level. The intent is for the four plans together to provide for a complete transportation system, well integrated with land use, able to meet community/county level and regional level transportation needs.

Task 1.0 Project Management and Schedule Coordination

This task will focus on project management and schedule coordination. Consultants available under existing contracts with the M/TPOs and/or the Florida Department of Transportation will be utilized to complete tasks in the scope of services as a team (Consultant Team). A Regional Plan Management Team (RPMT), composed of representatives from the three M/TPOs and FDOT, will oversee development of the 2045 RLRTP following an agreed upon schedule. The Treasure Coast Technical Advisory Committee (TCTAC) will serve in a technical advisory role to the TCTC, the final decision-making body for the plan. The TCTAC also will serve in a coordination role between the 2045 RLRTP and the 2045 LRTPs being developed by the three M/TPOs.

Deliverable: Project schedule.

Task 2.0 Project Initiation and Data Compilation/Review

This task will include conducting kickoff activities to inform the M/TPO advisory committees and boards about the 2045 RLRTP and initiating interactions between the Consultant Team and the TCTAC and the TCTC supporting development of the plan.

The task will involve having the Consultant Team compile and review documents and data relevant to development of the 2045 LRTPs, including land use, population and employment data, as well as regional model data. The Consultant Team will summarize findings from the review, and bring any actual or potential conflicts or inconsistencies between or among the documents and data reviewed to the RPMT and, subsequently, the TCTAC, if necessary. This effort will draw upon document/data compilations and reviews done for the three 2045 LRTPs. This task will include preparation of a summary of regional trends and conditions to set the context for Task 3.0.

Deliverable: Written summary of updated Regional Trends and Conditions.

Task 3.0 Regional Goals, Objectives, and Performance Measures

This task will involve updating the goals, objectives, and performance measures of the 2040 RLRTP by reviewing the goals, objectives, and performance measures from the three 2045 LRTPs including

consideration of the emphasis placed on performance-based planning and programming in the Fixing America's Surface Transportation (FAST) Act.

Deliverable: Written Summary of updated Regional Goals, Objectives and Performance Measures.

Task 4.0 Regional Multimodal Transportation System

This task will involve updating the 2040 regional multimodal transportation system that will be depicted on a map, based on the 2045 LRTPs, including the designated Strategic Intermodal System (SIS). The task will present an opportunity to update the intermodal and multimodal regional corridors and hubs.

Deliverable: DRAFT Regional Map depicting 2045 Regional Transportation Corridors and the designated SIS, in 11x17 printed color format plus digital GIS layer files.

Task 5.0 Regional Public Involvement

The purpose of this task will be to produce and distribute a fact sheet or brochure explaining the 2045 RL RTP's purpose and how it will be developed and be complementary to the 2045 LRTPs.

Deliverable: Printed 2-page color fact sheet/brochure plus digital file for distribution and reproduction purposes.

Task 6.0 Regional Needs Assessment

This task will involve updating the 2040 RL RTP multimodal needs assessment based on the multimodal needs assessments done for the three 2045 LRTPs, including the modeling criteria and other methods used by each M/TPO to identify needs. It will include utilization of the 2045 socioeconomic data developed for the 2045 LRTPs, the Existing + Committed (E+C) Network generated for the 2045 LRTPs using TCRPM 5, and modeling criteria appropriate for updating the needs on the regional multimodal transportation system. Needed projects will be updated based on analysis of the regional multimodal transportation system, and will include appropriate regional projects identified in current plans including the LRTPs, modal plans and SIS plans. The Regional Needs Assessment will update the needs for highways, regional transit and access to regional transit (Task 7.0), and regional freight movement (Task 8.0). It will update the regional level needs involving greenways, waterways, and park and ride lots for commuters. It will consider the effects of implementing Transportation Demand Management and Transportation Systems Management and Operations/Intelligent Transportation Systems programs and projects. Planning level cost estimates, including operations and maintenance costs, for projects on the regional 2045 needs map produced under this task will be assembled. The mapped projects will be prioritized using the regional project prioritization process developed for the 2040 RL RTP and updated in Task 9.0.

Note: The modeling activities associated with this task will be completed by FDOT and its consultant in coordination with the Consultant Team. Within 6 weeks of receiving notice to proceed on Task 6.0, FDOT will complete up to 4 different model scenario runs using the TCRPM 5 model, with results documented in a technical memorandum for inclusion in the Regional Long Range Transportation Plan.

Task 7.0 Regional Transit and Non-Motorized Transportation Component

This task will involve updating the regional transit vision of the 2040 RL RTP with the transit development plans (TDPs) for Martin, St. Lucie, and Indian River counties as a group. It will continue with an update of the components addressing transit, particularly beyond the 10-year planning horizon for TDPs, and non-motorized modes in the 2045 LRTPs for the three M/TPOs. It will include

providing opportunities for engagement by and input from the Treasure Coast Transit Meeting. Any connectivity gaps across county lines from the 2045 LRTPs and TDPs will be identified, and additional analysis will be conducted to update the regional transit vision (e.g., on trip origins and destinations from a regional perspective).

Deliverable: Updated Regional Transit map and Regional Non-Motorized Transportation map.

Task 8.0 Regional Freight Component

The purpose of this task is to update the 2040 RL RTP Freight Element to address freight movement from a regional perspective and in relation to land use. The task will start with consideration of prior and current plans and studies completed since the 2040 RL RTP Freight Element was completed pertinent to freight movement within and through the tri-county region and a review of components in the three 2045 LRTPs addressing freight movement. It will involve updating the information and conducting analysis (e.g., on logistics infrastructure, freight-related land uses, and economic impact), updating the needs and priorities, and updating the strategies and recommendations. It will include coordinating with other freight-related initiatives within or affecting the region and providing opportunities for engagement by and input from freight and other interested stakeholders as the component is updated. The Regional Freight Plan will be a multimodal plan and update the projects needed not only for trucks moving freight on the roadway network, but also projects that facilitate more efficient movement of freight on railroads and through the seaports and airports.

Note: This task will be completed by FDOT and its consultant in coordination with the Consultant Team.

Task 9.0 Regional Project Prioritization

This task will involve updating the regional project prioritization process from the 2040 RL RTP by reviewing the project prioritization processes in the 2045 LRTPs. The updated process will be applied to all needs on the updated regional multimodal transportation system through 2045 to create an updated list of regional project priorities. This list will position the region to advocate more effectively for additional resources..

Deliverable: Updated GIS Regional Needs Assessment Map depicting 2045 Regional Transportation Corridors, including transit and non-motorized facilities, as well as the SIS, in 11x17 printed color format plus digital GIS layer files and a Ranked List of Projects that are shown on the updated Regional Needs Assessment Map.

Task 10.0 Regional Revenue Resources

This task will focus on updating the existing and potential revenue sources for constructing, operating, and maintaining projects on the updated regional multimodal transportation system. It will include a review of the 2045 estimates of state and federal revenues provided to the three M/TPOs for development of their 2045 LRTPs, financial/revenue analyses done for the three 2045 LRTPs, and revenue estimates for projects on the Strategic Intermodal System (SIS) in the tri-county region.

Deliverable: Documentation of the updated State and Federal Revenue sources for the three M/TPOs by time band of the long range planning horizon. Updated list of potential additional revenue sources.

Task 11.0 Meetings and Documentation

This task will summarize the products and technical documentation to be completed. Those products and the technical documentation will serve as the basis for producing the 2045 RL RTP, an executive summary, and a 2045 RL RTP brochure under this task. The draft 2045 RL RTP will be presented to

the three M/TPOs, the TCTAC and the TCTC for review and comment. The final version of the plan will be presented to the TCTAC for endorsement and to the TCTC for adoption.

Deliverable: RL RTP written Plan, with Executive Summary; Presentations to the three M/TPOs, TCTAC and TCTC.

Proposed Schedule

The project will be completed by and a final invoice for the project will be received by June 1, 2022.

**BYLAWS
OF THE
MARTIN
METROPOLITAN PLANNING
ORGANIZATION
(MPO)**

DULY PASSED AND AMENDED THIS 25th DAY OF JANUARY, 2021

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons with questions or concerns about nondiscrimination, or who require special accommodations under the American with Disabilities Act or language translation services (free of charge) should contact the MPO Senior Planner (Title VI/Non-discrimination Contact) at (772) 221-1498. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

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Creation of the MPO is for the purpose of implementing Title 23, United States Code, Section 134, and Title 49, United States Code, Sections 1602, 1603, and 1604, and Title 23, Code of Federal Regulations, part 450, and Chapter 339.175, Florida Statutes. The MPO is created to work in cooperation with the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and local participating governments.

1 DESCRIPTION OF ORGANIZATION

1.01 THE AGENCY

The Martin Metropolitan Planning Organization, hereinafter referred to as MPO, is created pursuant to Florida Statute 339.175, and will operate under an Interlocal Agreement, dated May 6, 2015, and amended on February 7, 2019, authorized under Chapter 163, Florida Statutes. The parties to the Interlocal Agreement are the Martin County Board of County Commissioners, City of Stuart, Town of Sewall's Point, Village of Indiantown, and Florida Department of Transportation.

1.02 COMPOSITION OF THE MPO

A. *Composition*

(1) The Martin MPO is the primary agency responsible for transportation planning in Martin County. The MPO consists of eight elected officials who are voting members representing four local governments and one non-voting advisor representing the Florida Department of Transportation (FDOT). The FDOT member serves as a Technical Advisor to the MPO Board. The MPO is a planning and policy-making body with the power to develop and adopt plans and to program improvements to the transportation system for facilities receiving state or federal funds. The MPO voting membership is as shown below.

Martin County Commission	(4)
City of Stuart	(2)
Town of Sewall's Point	(1)
Village of Indiantown	(1)

(2) Officers – A Chairman and Vice Chairman shall be elected at the first meeting of the calendar year. The Chairman and Vice Chairman shall serve for a period of one year or until a successor is elected and shall be voting members.

(3) Chairman – The Chairman and Vice Chairman must have completed the MPOAC Institute training program for elected officials or served on the Martin MPO for at least two (2) years. The Chairman shall call and preside at all meetings. The Vice Chairman shall serve as Chairman in the absence of the Chairman. In the absence of both the Chairman and Vice Chairman, the voting members of the MPO that are present, if comprising a quorum, shall elect

a voting member to serve as a Chairman for the meeting or until the Chairman or Vice Chairman are present.

(4) Minutes – The staff of the MPO shall maintain the minutes and other records. The minutes shall accurately reflect the proceedings.

(5) Quorum – At least five of the voting members of the MPO must be present for the MPO to conduct business.

B. *Alternate Membership*

(1) If desired, an MPO member governmental entity may appoint, by action taken at an official meeting of the governmental entity, an alternate for one or more of its appointed MPO members.

(a) The alternate member must be an elected official and serve the same governmental entity or area that the regular member serves as defined in 339.175(3)(a), Florida Statutes.

(b) An alternate voting member's term shall be for not longer than the term of the voting member he or she represents as defined in 339.175(3)(b), Florida Statutes.

(2) The member governmental entity shall notify the MPO Chairman in writing that the appointed individual may act as an alternate member in accordance with 339.175(3)(a), Florida Statutes, if the regular member cannot attend a meeting. A copy of the governmental entity's minutes of the meeting when the alternate member was appointed shall accompany this written notification.

C. *Conduct of Business*

(1) Robert's Rules of Order most recent edition shall govern all MPO meetings and hearings.

D. *Treasure Coast Transportation Council*

(1) The Chairman and Vice Chairman of the MPO shall represent the Martin MPO on the Treasure Coast Transportation Council (TCTC). The MPO Board shall also appoint two alternates to the TCTC.

(2) The TCTC shall meet for the purposes stated in its governing agreement, as amended, as frequently as needed to approve regional project funding and associated planning activities but no less than twice per year.

(3) Meetings of the TCTC shall be hosted by the Martin MPO, Indian River MPO, and the St. Lucie Transportation Planning Organization (TPO) on a rotation basis.

(4) **The Treasure Coast Technical Advisory Committee (TCTAC)** – The function of the Treasure Coast Technical Advisory Committee is to provide technical and citizen input on regional transportation planning activities related to regional plan amendment activities and regional project prioritization and funding activities.

The TCTAC consists of representatives from the Martin MPO, the Indian River MPO, and the St. Lucie TPO. The TCTAC is comprised of seven total members; two representatives from each T/MPO, and an FDOT representative.

The TCTAC would be scheduled to meet prior to any Treasure Coast Transportation Council Meetings. These meetings shall be hosted by the three MPOs on a rotation basis.

1.03 COMMITTEES

A. *Standing Committees*

(1) There are hereby created four standing committees, which shall be advisory committees to the governing board of the MPO. These advisory committees are the Technical Advisory Committee (TAC), the Citizens Advisory Committee (CAC), the Bicycle and Pedestrian Advisory Committee (BPAC) and the Freight Transportation Advisory Committee (FTAC).

B. *Operation*

(1) Committee Members having three consecutive unexcused absences in succession or four unexcused absences in the previous 12 months, will require a replacement or reappointment by the MPO, except as noted below. The active roster shall be comprised of committee members who have not had three consecutive unexcused absences in succession or four unexcused absences in the previous 12 months.

(a) For the Citizens Advisory Committee and the Bicycle and Pedestrian Advisory Committee, seasonal residents may serve any resident appointment. Seasonal residents, if so declared upon their appointment, shall be required to attend at least three meetings per year between September and May.

(b) For the Freight Transportation Advisory Committee, due to the semi-annual meetings, Committee Members having two consecutive unexcused absences in succession, will require a replacement or reappointment by the MPO.

(2) **Officers** – A Chairman and Vice Chairman shall be elected at the first meeting of the Calendar year. The Chairman and Vice Chairman shall serve for a period of one year or until a successor is elected and shall be voting members.

(3) Chairman – The Chairman shall call and preside at all meetings. The Vice Chairman shall serve as Chairman in the absence of the Chairman.

(4) Minutes – The staff of the MPO shall maintain the minutes of other records. The minutes shall accurately reflect the proceedings.

(5) Quorum – A majority of the TAC and FTAC voting members on the active roster must be present for the Technical Advisory Committee and Freight Transportation Advisory Committee, proceeding, to conduct business. Due to seasonal membership, a majority of the CAC or BPAC members on the active roster at the time of the respective meeting must be present for the CAC or BPAC to conduct business.

C. Composition and Duties:

(1) **The Technical Advisory Committee (TAC)** – The responsibility of the Technical Advisory Committee, hereinafter referred to as the TAC, shall serve the MPO in an advisory capacity on technical matters, including promoting communication among members, promoting coordination of transportation planning and programming, reviewing technical sufficiency, accuracy, and completeness of appropriate studies, making priority recommendations for transportation plans and program implementation, and providing technical responses on other transportation planning issues.

The TAC shall be composed of 12 voting members and an undesignated number of non-voting members. The voting member sponsoring agencies are as listed below.

1. Martin County Public Works
2. Martin County Growth Management
3. City of Stuart Representatives (2)
4. Town of Sewall’s Point
5. Village of Indiantown
6. Town of Ocean Breeze Park
7. Town of Jupiter Island
8. Witham Airport Management
9. Public Transit Provider
10. Treasure Coast Regional Planning Council
11. Transportation Director – Martin County School Board
12. Martin County Fire Rescue (non-voting)
13. Martin County Sheriff’s Office (non-voting)

Each TAC voting member may designate in writing an alternate or alternates from the same sponsoring agency to serve as a replacement in his/her absence. The TAC shall meet monthly or as needed to provide review of all technical matters prior to MPO action.

(2) The **Citizens Advisory Committee (CAC)** – The function of the Citizens Advisory Committee is to provide public involvement and input to the MPO. It is referred to as the CAC and advises the MPO by reviewing, reacting to, and providing comment on transportation planning issues and needs. The CAC shall consist of 12 voting members appointed by the MPO. Membership shall be nine citizens residing in the following areas and three citizens at large.

- 5 – Unincorporated Martin County – appointed one by each Martin County Commissioner
- 1 – City of Stuart – appointed by the City of Stuart Commission
- 1 – Town of Sewall’s Point – appointed by the Town of Sewall’s Point Commission
- 1 – Town of Jupiter Island – appointed by the Jupiter Island Commission
- 1 – Village of Indiantown – appointed by the Village of Indiantown Council
- 3 – Citizens at large, including a minimum of one disabled or 65 years or older citizen and one racial minority citizen appointed by the MPO.

All CAC members must reside within Martin County Metropolitan Planning Area boundaries..

The CAC shall meet generally every other month or as needed to provide public input on relevant matters prior to MPO action.

(3) The **Bicycle and Pedestrian Advisory Committee (BPAC)** – The function of the Bicycle and Pedestrian Advisory Committee is to provide public involvement and input to the MPO on all bicycle and pedestrian issues and advise the MPO by reviewing, reacting to, and providing comment on transportation planning issues and needs related to bicycle and pedestrian issues. The BPAC shall consist of 16 voting members appointed as follows.

- 5 Representatives – Appointed by their district commissioners
- 2 Representatives – Appointed by the City of Stuart Commission
- 1 Representative – Appointed by the Town of Sewall’s Point Commission
- 1 Representative – Appointed by the Village of Indiantown Council
- 7 Representatives – Appointed by the MPO Administrator with the intent of representing individuals with disabilities, merchants, the County Parks and Recreation Department, the bicycling community, the elderly, neighborhood and homeowner associations, and a parent of a school child.
- 3 Non-Voting members representing the Martin County Sheriff’s Office, the City of Stuart Police Department, the Town of Sewall’s Point Police Department. FDOT serves as a non-voting advisor.

BPAC Members must reside within the Martin County Metropolitan Planning Area boundaries.

The BPAC shall meet generally every other month or as needed to provide public input on all pedestrian and bicycle matters prior to MPO action.

(4) **The Freight Transportation Advisory Committee (FTAC)** – The responsibility of the Freight Transportation Advisory Committee, hereinafter referred to as the FTAC, shall serve the MPO in an advisory capacity on freight transportation matters. The membership of the FTAC shall consist of representatives with expertise in matters related to the various aspects of the freight industry including, but not limited to, shipping, warehousing, trucking, airport or water-based transportation operations, freight forwarding, logistics, rail, industrial real-estate, commercial deliveries and wholesale activity. They shall provide guidance and make recommendations to the MPO Policy Board on topics, such as, safety, infrastructure planning and design, commercial loading and parking, land use management, educational events, traffic and delivery management, noise reduction, truck parking, education and enforcement, marine Industries and waterway initiatives, MPO Priorities, and emerging technologies.

The FTAC shall be composed of 20 voting members and an undesignated number of non-voting members. The voting member sponsoring agencies are as listed below.

1. Martin County Public Works
2. Martin County Growth Management
3. Martin County Airport/Witham Field
4. City of Stuart Representative
5. Stuart/Martin County Chamber of Commerce
6. Indiantown Chamber of Commerce
7. Marine Industries Association of the Treasure Coast
8. Port Salerno Commercial Fishing Dock Authority
9. Treasure Coast Regional Planning Council (TCRPC)
10. Florida Department of Transportation: Policy Planning, Freight Coordinator
11. Florida Inland Navigation District (FIND)
12. Florida East Coast Railroad
13. US Customs and Border Protection
14. Florida Trucking Association
15. University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS Martin County Extension
16. Five (5) at-large members representing the transportation freight industry appointed by the MPO

Each FTAC voting member may designate in writing an alternate or alternates from the same sponsoring agency to serve as a replacement in his/her absence. The FTAC shall meet on a semi-annual basis or as needed to provide review of all freight matters prior to MPO action.

1.04 PUBLIC INFORMATION ON THE MPO

All public records of the MPO are open for inspection and examination by appointment at the MPO office, located at 3481 SE Willoughby Boulevard, Suite 101, Stuart, FL 34994, between the hours of 8:30 A.M. to 4:30 P.M.

1.05 PUBLIC ACCESS TO MEETINGS AND WORKSHOPS

All meetings, workshops and proceedings shall be open to the public.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons with questions or concerns about nondiscrimination, or who require special accommodations under the American with Disabilities Act or language translation services (free of charge) should contact the MPO Senior Planner (Title VI/Non-discrimination Contact) at (772) 221-1498. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

1.06 RIGHTS OF REVIEW

The FDOT, FHWA, and the FTA shall have the rights of technical review and comment on MPO projects.

If any persons decides to appeal any decision made with respect to any matter considered at the meetings of hearings of any board, committee, agency, council or advisory group, that the person will need a record of proceedings and, for such purposes, may need to insure that the verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

2 AGENDA AND SCHEDULING – Meetings and Workshops

2.01 NOTICE OF MEETINGS AND WORKSHOPS

A. Except in the case of emergency meetings or workshops, the MPO shall give at least five (5) days of public notice of any meeting or workshop by posting on the MPO website and through various communication platforms.

The notice of such meeting or workshop shall provide the following information.

- (1) The date, time and place of the event
- (2) A brief description of the purpose of the event.
- (3) The address where interested persons may obtain a copy of the agenda.

B. The Chair may cancel regular meetings should there be insufficient business on the MPO's tentative agenda or a lack of anticipated quorum.

2.02 AGENDA

A. At least seven days prior to a meeting or workshop, the MPO staff shall prepare and make available an agenda for distribution to members.

B. The agenda shall list the items in the order they are considered provided, however, that for good cause stated in the record by the Chair, items may be considered out of their listed order.

C. The agenda shall be specific as to items to be considered. All matters involving the exercise of agency discretion and policy shall be listed on the agenda.

D. Additional items not included on the meeting agenda may be considered at a meeting if the Chairman or his/her designee feels that the item requires immediate action by the MPO. Such items will be considered as an addition to the agenda and shall be heard in the order adopted by the MPO.

E. An agenda of items to be considered will be available to the public in the Martin County Administration Building, 2401 SE Monterey Road, Stuart, Florida; the MPO office at 3481 SE Willoughby Boulevard, Suite 101, Stuart, Florida; or through the MPO's website at www.martinmpo.com.

2.03 EMERGENCY MEETINGS AND WORKSHOPS

A. The MPO may hold an emergency meeting or workshop notwithstanding the provisions of Rules 2.01 and 2.02, for the purpose of acting upon matters affecting the public health, safety, and welfare.

B. Whenever an emergency meeting or workshop is scheduled to be held, the MPO shall notify, as soon as possible prior to the meeting, at least one major newspaper or major circulation in the Martin County area stating time, date, place, and purpose of the meeting or workshop.

2.04 VIRTUAL PUBLIC MEETINGS.

In some emergency situations, and/or when permitted by an order of the Governor of Florida or Martin County Board of County Commissioners, it may be necessary to conduct public meetings virtually. When this occurs, the MPO shall utilize technology available to provide its Board, committee members, and the public with opportunities for participation in public meetings. Virtual public meetings held by the MPO shall be conducted in accordance to Martin County procedures.


ADOPTED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION

This 25th day of January, 2021



Doug Smith, Chairman
Martin Metropolitan Planning Organization

1/27/2021
Date

Attest: 

Florence Allen, Administrative Specialist III

1/27/2021
Date

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APPENDIX G

Comments and Responses



Federal Highway Administration
 Florida Division Office
 3500 Financial Plaza, Suite 400
 Tallahassee, Florida 32312
 (850) 553-2201
 www.fhwa.dot.gov/fldiv

Federal Transit Administration
 Region 4 Office
 230 Peachtree St, NW, Suite 1400
 Atlanta, Georgia 30303
 (404) 865-5600

Planning Comments

Document Name: Draft UPWP 22-24

MPO: Martin

Date of Document:

Date Received: 3/15/2022

Date Reviewed:
 3/28, 4/14; 4/15

District:
 4

Reviewed by: Stacie Blizzard and Robert Sachnin

COMMENTS:

Page #	Comment Type	Comment Description	MPO Responses
	Critical/Enh/Edit		
General		If planning activities are proposed for funding under the FTA Section 5307 program or any other FTA program, please ensure they are listed and programmed in the UPWP (even if being undertaken by the transit agency and not the TPO).	So noted.
General		If funding is being carried over from the prior-year UPWP, carryover amounts, and activities should be listed in the document. Please identify any incomplete work elements or activities financed with Federal planning assistance awarded in previous fiscal years as carryover activities.	\$78,000 in carryover amounts are funding \$20,000 towards the US-1 Congestion Management strategies: Pubic Outreach project on page 48 and \$58,000 towards the Transit Development Plan on page 48.
General		If any programmed 5305(d) funds are estimates, coordination with the State DOT may be required for UPWP modification or amendment after review of FTA apportionments.	So noted.
General		The metropolitan transportation planning process should provide for the establishment and use of a performance-based approach, with related activities noted in the UPWP accordingly. For transit, this includes Transit Asset Management (TAM) and Public	TAM and PTASP Targets are included in Task 5 and Task 6 of this UPWP.

		Transportation Agency Safety Plans (PTASP), which require integration into the TIP and LRTP to the maximum extent practicable – including target setting/revisiting, progress towards achieving targets, data sharing and coordination with State DOT’s and transit providers.	
General		Integration of Planning Emphasis Areas is recommended, where possible and as applicable to the TPO.	PEA’s are included in this UPWP on pages 12 thru 15.
General	Critical	Applicable for all tasks – please include a better Deadline or time reference when a final product and/or milestone will be achieved other than a FY year (such as a month or quarter and the year).	Deadlines have been shown in month or quarter.
General	Editorial	The detailed listing of activities and products that the MPO will be undertaking is very helpful for transparency and for determining eligibility and level of effort in reviewing this UPWP.	Details listing the activities and products have been included in this UPWP.
Cover	Critical	The Federal Aid Project number for this UPWP will be 0413-060	Federal Aid Project number has been added to inside cover.
Section 1.2		This was a very thorough and provided very good information on the activities of the MPO.	So noted.
Pg. 14	Enhancement	Only 4 of the 8 Federal Planning Emphasis Areas are addressed, just curious if the other 4 were inadvertently excluded?	Federal Planning Emphasis Areas have been reorganized and shown on page 15.
Pg. 15	Enhancement	It would be easier to read if you distinguished between the federal planning factors and the state planning emphasis areas.	Federal Planning Emphasis Areas are shown on page 15 and State Planning Emphasis Areas are shown on pages 12 thru 14.
Pg. 16	Enhancement	It is suggested that the MPO consider mentioning that even though the MPO is in attainment status the MPO includes transportation choices to assist with the reduction of key air pollutants.	Included a statement on page 16.
Pg. 26	Critical	I believe that the MPOAC Weekend Institute sessions have been suspended at this time. Please be aware that software purchases fall under the same requirements as equipment purchases if the detailed information on these purchases cannot be included in the UPWP to the level needed, then prior to seeking purchase, a request will need to be made to the FDOT and FHWA for approval.	Statement about the MPOAC Weekend Institute has been revised to “Board members to attend the MPOAC Weekend Institute as it becomes available.” MPO will seek approval from FDOT and FHWA for software purchases.
Pg. 29-30	Critical	See the comment above on equipment. Is all the travel that will be paid out of this budget amount considered “typical”?	All travel in this area is considered typical and includes conferences such as MPOAC, FMPP, FPTA/CTD, Safe Streets Summit, AMPO, Transplex,

			Florida Trails Summit, Bike Walk Places, Rail-Volution, and other related multi-modal conferences as needed.
Pg. 33	Editorial	First bullet – does the MPO have sufficient different communities that require the ability to translate in 200 languages? Perhaps this needs to be edited to read more appropriate to the MPO’s needs.	Statement has been revised to “This allows the MPO to communicate with the public in different languages as needed.”
Pg. 50	Critical	Task 7 – Strategic Plan – The Products/Schedule identifies FY 23 for I assume is the completion date for the Strategic Plan. In the Required Activities – is this for the development of the plan? The refinement of the plan? What work is going to be done? Additionally, the funding in the budget table does not align. as funds are identified in FY 24 for it and not FY 23.	Revised Product to include Strategic Plan Development. On page 52 a detailed description for the Strategic Plan is included.
Pg. 53	Critical	Task 8 0 Please follow the formatting and content guidance on shared regional planning tasks	On page 53 information has been provided that is comparable with the other partner agencies. On page 54 the table has been revised to include partner transfers to the Martin MPO and on page 55 a new table has been added to show the detailed breakdown from other agencies.
Pg. 55		I really like the inclusion of this table to identify the funds and sources. It is a good practice and shows the reader very clearly where the fund levels are originating.	So noted.
Pg. 57	Critical	Are the 5305(d) funds soft or hard matched?	Soft match as shown on page 58.
Pg. 57 & 58	Critical	These budget tables must include the match amounts And include identification of transfers	Transfers are shown on pages 57 & 58. Match dollars are identified on page 58 per the UPWP template developed by FDOT.



UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW CHECKLIST

MPO: **Martin MPO** (All responses from MPO are highlighted in red)

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

Review #: **2**

Date of Review: **April 15, 2022**

Reviewed By: **FDOT-D4**

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

Comments should be categorized as:

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

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

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

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

UPWP Cover & Title Page

Does the cover or title page include the following information?

- MPO name, address, website? **Yes** If yes, page number: **Cover**
- CFDA number (FHWA – PL & SU: 20.205, FTA 5305: 20.505)? **Yes** If yes, page number: **i**
- Identification of agencies providing funds for the UPWP? **Yes** If yes, page number: **i**
- Financial Project Number (FPN) for each contract shown in UPWP? **Yes** If yes, page number: **i**
- Federal Award Identification Number (FAIN) for FHWA contracts (or the Federal Aid Project Number [FAP])? **Yes** If yes, page number: **i**
- Correct State Fiscal Years? **Yes** If yes, page number: **Cover**
- Statement of nondiscrimination? **Yes** If yes, page number: **Cover**
- DRAFT UPWP: Space for adoption date and revision dates? **Yes** If yes, page number: **i**
- FINAL UPWP: Adoption date and space for revision dates? **Yes** If yes, page number: **i**

Critical

- Add FIN# 439328-4-14-01
- Add Federal Aid Project Number: 0413-060-M
- Change years on the front-page years to "FY 22/23 - FY 23/24"
- Add Statement of nondiscrimination to the front page

Choose a category

Choose a category

Unified Planning Work Program (UPWP)

Review Checklist

Required Content

Does the UPWP have the following information?

- Introduction? [Yes](#) If yes, page number: 3
- Organization and Management? [Yes](#) If yes, page number: 19
- UPWP Planning Task Pages? [Yes](#) If yes, page number: 25
- Funding Source Budget Table and Summary Budget Table? [Yes](#) If yes, page number: 56
- Definition of acronyms used in UPWP? [Yes](#) If yes, page number: iii
- District Planning Activities? [Yes](#) If yes, page number: Appendix E
- Indirect Rate Approval (if required)? [Not Applicable](#) If yes, page number: xx
 - Cost Allocation Plan and Certificate of Indirect Cost in an appendix? [Not Applicable](#) If yes, page number: xx
- In TMAs, the MPO must identify and include cost estimates for transportation planning, research and technology transfer activities funded with other federal or state and/or local funds being conducted within the MPO area (this includes planning and feasibility studies by other entities) (23 CFR 420.111(e)). [Yes](#) If yes, page number: 23, 48, 56, 57
- DRAFT UPWP:
 - A place for the signed Resolution adopting the final UPWP? [Yes](#) If yes, page number: 17-18
 - A place for the draft Resolution to adopt Travel Policy if not using FDOT policy (if required)? [Yes](#) If yes, page number: [Appendix F, Exhibit 2](#)
 - A place for the Cost Analysis Certification Statement? [Yes](#) If yes, page number: ii
 - A place for the FHWA Certifications and Assurances? [Yes](#) If yes, page number: 24, Appendix B
- FINAL UPWP:
 - The signed Resolution adopting the UPWP? [Yes](#) If yes, page number: 17, 18
 - The signed Resolution adopting the Travel Policy if not using FDOT policy (if required)? [Yes](#) If yes, page number: [Appendix F, Exhibit 2](#)
 - The signed Cost Analysis Certification Statement? [Yes](#) If yes, page number: ii
 - The signed FHWA Certifications and Assurances? [Yes](#) If yes, page number: [Appendix B](#)
 - UPWP Comments? [Yes](#) If yes, page number: [Appendix G](#)
- Appendix to include items previously mentioned: Travel Policy (if required), Cost Allocation Plan and Certificate of Indirect Cost (if required), and UPWP Comments? [Yes](#) If yes, page number: [Appendix F, Exhibit 2, Appendix G](#)

[Critical](#)

-Funding Source Budget Table and Summary Budget Table: include the contract # (D4 will provide it in mid-May.

Additionally, Task 8 Regional Planning portion of the table will need modification (as discussed during Thursday's 4/21 meeting of the Treasure Coast MPO/TPO directors). ([Pages 54,55](#))

-The document must include County Adopted Travel Policy Resolution. ([Appendix F, Exhibit 2](#))

[Editorial](#)

- FHWA Certifications and Assurances (Appendix B) shall be updated after FDOT signs. [So noted](#)

[Choose a category](#)

Unified Planning Work Program (UPWP)

Review Checklist

Introduction

Does the introduction include the following elements?

- Definition and purpose of the UPWP? **Yes** If yes, page number: 3
- Overview of MPO’s comprehensive transportation planning activities? **Yes** If yes, page number: 4
- Discussion of planning priorities, both MPO and local? **Yes** If yes, page number: 6
- Statement of CPG participation: “The FDOT and the (insert organization name) participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida’s FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG’s required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D”. **Yes** If yes, page number: 7
- Definition of soft match: Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23, (with the exception of Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is in essence a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The “soft match” amount being utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$320,703? **Yes** If yes, page numbers: 7-8
- Description of public involvement process used in development of MPO’s UPWP? **Yes** **No** Page number: 9
- Description of how the MPO’s addresses the [Federal Planning Factors](#)-(23 CFR 450.306(b)) – can be demonstrated using a matrix? **Yes** If yes, page number: 15
- Description of how the MPO’s UPWP addresses the [Florida Planning Emphasis Areas 2021](#) and the [2021 Federal Planning Emphasis Areas](#)? **Yes** If yes, page number: 15
- If MPO is not in attainment, description of transportation related air quality planning activities regardless of funding sources or agencies conducting activities? **Not Applicable** If yes, page number: 16

-Page #7(1.4) word “direct” shall be removed. The new language will be provided by FHWA, as well as paragraph (1.5) Soft Match Definition language will be provided by FHWA.

Enhancement

Language from FHWA will be provided at a later date

Choose a category

Choose a category

MPO Organization and Management

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

- Identification of participants and description of role in the UPWP planning process? **Yes** If yes, page number: 19
- Discussion of agreements, including date executed
 - Metropolitan Planning Agreement (FHWA funds)? **Yes** If yes, page number: 23

Unified Planning Work Program (UPWP)

Review Checklist

- Public Transportation Grant Agreements (prior year FTA funds)? **Yes** If yes, page number: 23
- Interlocal Agreement for the Creation (or Redesignation) of the Metropolitan Planning Organization? **Yes** If yes, page number: 22
- Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)? **Yes** If yes, page number: 23
- Memorandum of Understanding between MPOs and/or FDOT if transferring funds to accomplish Regional Activities? **Yes** If yes, page number: 23
- Discussion and identification of operational procedures and bylaws including date executed?
 - Continuity of Operations (COOP): **Yes** If yes, page number: 24
 - MPO Bylaws: **Yes** If yes, page number: 24
- Does the MPO include the following SIGNED Certifications and Assurances section?
 - Disadvantaged Business Enterprise Utilization? **Yes** If yes, page number: Appendix B, page 4
 - Debarment and Suspension Certification? **Yes** If yes, page number: Appendix B, page 2
 - Lobbying Certification for Grants, Loans and Cooperative Agreements? **Yes** If yes, page number: Appendix B, 3
 - Title VI/Nondiscrimination Assurances? **Yes** If yes, page number: Appendix B, page 5
 - Appendices A and E? **Yes** If yes, page number: Appendix B, page 6
- Discussion of Indirect Rate Plan, and in an appendix include signed Cost Allocation Plan and Certificate of Indirect Cost, if applicable? **Not Applicable** If yes, page number: xx

Critical

-Discussion and identification of operational procedures and bylaws including date executed: Add date of execution. **January 25, 2021 Addendum F, Exhibit 4**
-Page 24 discusses operations and bylaws (no mention of COOP). Please include COOP info. **COOP language included on page 24**

Choose a category

Choose a category

Work Elements/Tasks Sheets

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

- MPO Administration? **Yes** If yes, page number: 26
- Transportation Improvement Program (TIP)? **Yes** If yes, page number: 41
- Long Range Transportation Plan (LRTP)? **Yes** If yes, page number: 39
- MPO Regional Activities Task (if required)? **Yes** If yes, page number: 53

Critical

MPO Regional Activities Task narrative shall be consistent for all (Indian River, Martin and St. Lucie TPO/MPO).

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

- Is each Task Sheet named and numbered? **Yes**

Unified Planning Work Program (UPWP)

Review Checklist

- Does each Task Sheet include Purpose, Previous Work, Required Activities? [Yes](#)
- Do the required activities list who will be completing the work? [Yes](#)
- Does each Task Sheet indicate who is the responsible agency or agencies? [Yes](#)
- Does each Task Sheet include end products/deliverables with scope and estimated completion date? [Yes](#)
- Does supporting narrative for each task provide sufficient detail to determine eligibility, necessity, and reasonableness of the purchase? [Yes](#)
- If memberships are listed as an expense, does it state that the memberships are for organizational memberships, not individual memberships? [Yes](#) [If yes, page number: 29](#)

[No comment](#)

Work Elements/Tasks Sheets Budget Tables

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

Did the MPO prepare Task Summary Budget tables for year 1 and year 2 (either individually or combined)? [Yes](#) [page number: 29, 30, 34, 38, 40, 43, 48, 51, 54, 55](#)

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

- Personnel Services? [Yes](#) [If yes, page numbers: 29, 30](#)
- Equipment? Equipment costing more than \$5,000 per item should be listed separately. [Yes](#) [If yes, page numbers: 29, 30](#)
- Travel? [Yes](#) [If yes, page number: 29, 30](#)
- Supplies? Supplies costing more than \$1,000 per item should be listed separately. [Yes](#) [If yes, page number: 29, 30](#)
- Direct Expenses? [Yes](#) [If yes, page number: 29, 30](#)
- Indirect Expenses (only required if MPO has an approved indirect rate)? [No](#) [If yes, page number: xx](#)
- Are Atypical expenses (see [Guide for UPWP Development](#)) clearly described? [Yes](#) [If yes, page number: 29, 30.](#)
- Is Annual Audit expense included, if required? [Yes](#) [If yes, page number: Expenditures are paid by Martin County. See Appendix F – Exhibit 1 Staff Services Agreement](#)

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

- Personnel Services? [Yes](#)
- Consultant Services (if using consultant on task)? [Yes](#)
- Travel (if needed)? [No](#)
- Direct Expenses (if needed)? [No](#)
- Indirect Expenses (only required if MPO has an approved indirect rate)? [No](#)
- Supplies (if needed)? [No](#)
- Equipment (if needed)? [No](#)

Unified Planning Work Program (UPWP)

Review Checklist

Enhancement

Each of the Task tables include an extra "Total" column, please remove. **corrected**

Critical

Annual Audit expense: The annual audit is listed as an expected product on page 28,

but there is nothing specifically calling out the Annual audit in the expense table. Please explain.

Annual Audit is prepared by Martin County and included in the MPO Staff Services Agreement

Choose a category

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

Does the MPO have distinct tables to reflect MPO funding and overall regional task funding? In the UPWP Budget Table template provided by Central Office, these tables are called MPO Regional Activities and All Regional Accounting. **Yes page numbers: 53, 54**

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

- Show ALL agencies (e.g., other MPOs, FDOT) that are included in the regional activities? **Yes If yes, page numbers: 53, 56**
- Show amounts to be transferred by the MPO to other agencies (if applicable)? **Yes If yes, page number: 53, 56**
- Show amounts to be received by the MPO from other agencies (if applicable)? **Yes If yes, page number: 56**
- Show activities the funds are being used for? **Yes If yes, page number: 53, 54**
- Do all participating MPOs use identical:
 - Descriptions of the activities to be completed **No If yes, page number: xx**
 - Task name, activity description(s) and budgeted funds **Yes If yes, page number: 54**

Critical

Regional Work Element/Task Budget Table(s): due to formatting of the table on P. 56 (per discussion at Thursday's 4/21 meeting of the Treasure Cost MPO/TPO directors) amounts transferred are not reflected in the final version of the table. Please reflect the amounts. **Amounts have been reflected**

Funding Source Budget Table

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

Yes

Total FY 2023 contract amounts:

- DRAFT UPWP:
 - PL funds, which include FDOT FY 23 FTA 5305(d) and FY 23 PL funds (refer to Chris Bratton's PL Spreadsheet **total should not include estimated amount to be de-ob'd from FY 2021-22)? No If yes, page number: xx**
 - STBG or other federal funds (FY 2023 amount shown in FDOT Tentative Work Program)? **Yes**

Unified Planning Work Program (UPWP)

Review Checklist

- Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be trued up in the fall once we have remaining balances at end of fiscal year.) **Yes**
- FINAL UPWP:
 - PL funds, which include FDOT FY 23 FTA 5305(d) and FY 23 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet which will include the MPO Board approved de-ob'd amount)? **Yes**
 - STBG funds or other federal funds (FY 2023 amount shown in FDOT Tentative Work Program) + MPO Board approved de-ob'd funds (if applicable) **Yes**
 - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be true-d up in fall once we have remaining balances at end of fiscal year.) **Yes**
- Does Funding Source Budget Table include soft match amounts? **Yes**

Critical

-DRAFT UPWP: includes PL programming from February 2022.

As of April 2022, PL programming has been updated, this shall be included in the final UPWP.

Updated amounts have been included

[Choose a category](#)

[Choose a category](#)

Total FY 2024 contract amounts:

- DRAFT UPWP:
 - PL funds, which include FDOT FY 24 FTA 5305(d) and FY 24 PL funds (refer to Chris Bratton's PL Spreadsheet)? **Yes** *If yes, page number: 57, 58*
 - STBG or other federal funds (FY 2024 amount shown in FDOT Tentative Work Program)? **Select response**
- FINAL UPWP:
 - PL funds, which include FDOT FY 24 FTA 5305(d) and FY 23 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet)? **Yes**
 - STBG funds or other federal funds (FY 2023 amount shown in FDOT Tentative Work Program) + MPO Board approved de-ob'd funds (if applicable) **Yes**
- Does Funding Source Budget Table include soft match amounts? **Yes**

Critical

-DRAFT UPWP: includes PL programming from February 2022.

As of April 2022, PL programming has been updated, this shall be included in the final UPWP.

Updated amounts have been included

[Choose a category](#)

[Choose a category](#)

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

- Does FINAL UPWP PL amounts shown in FY 2023 plus FY 2024 match what is shown on new MPO Agreement? **Yes**
- Does Other FHWA funding (i.e., SU, CMAQ, etc.,) amounts shown in FY 2023 and FY 2024 match what is shown on new MPO Agreement? **Yes**

Unified Planning Work Program (UPWP)

Review Checklist

[No comment](#)

Summary Budget Table

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

[Yes](#)

Do the **total FY 2023 contract amounts** match what is shown on Funding Source Budget Table? [Yes](#)

Do the **total FY 2024 contract amounts** match what is shown on Funding Source Budget Table? [Yes](#)

[No comment](#)

[Click here to enter comments](#)

General UPWP Comments

[Critical](#) [MPOAC Weekend Institute sessions have been suspended at this time. Modify Task 1 p#27.](#)

[Critical](#) [See FWHA/FTA comments on Additional attachment.](#)

[Choose a category](#) [Click here to enter comments](#)

[Choose a category](#) [Click here to enter comments](#)

APPENDIX H

Revisions

DRAFT