

2 p.m. Call to Order by the Chair

- A. Invocation / Pledge of Allegiance
- B. Proper Noticing
- C. Roll Call – Determination of Quorum
- D. Chair’s Announcements

I. UPDATE

Proposed revisions to today’s Agenda

II. OPPORTUNITY FOR PUBLIC COMMENT *(on Agenda or general comments)*

At this point in the meeting, the Board will hear questions, comments, and concerns from the citizens. If the issue raised is not on today’s Agenda, action will not be taken by the Board at this meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Governing Board agenda. Public comment shall be limited to three minutes per person.

III. CONSENT AGENDA

TAB 1 Consent approval is requested for the following items:

- A. Consideration to Approve February 26, 2020, MPO Governing Board Meeting Minutes
ATTACHMENT: February 26, 2020, MPO Governing Board Meeting Minutes
- B. Consideration to Approve Resolution 2020- 7 Approving the FY 2020/21 MPO Budget
ATTACHMENT: Proposed FY 2020/21 MPO Budget, MPO Resolution 2020-7
- C. Consideration to Approve Resolution 2020- 8 Authorizing Execution of Transportation Disadvantaged Trust Fund Grant Agreements
ATTACHMENTS: Transportation Disadvantaged Trust Fund Grant Agreements for Lake County and Sumter County, MPO Resolution 2020-8
- D. Consideration of Retroactive Approval of the FDOT Metropolitan Planning Organization Agreement for FY 2020/21-2021/22
ATTACHMENT: FDOT/Metropolitan Planning Organization Agreement for FY 2020/21-2021/22 (MPO Chair signed the FDOT/MPO Agreement on June 16, 2020, to meet submittal deadline of June 23, 2020).
- E. Consideration of Retroactive Approval of Milestone Professional Services Contract
ATTACHMENT: Milestone Professional Services Contract (signed April 30, 2020, by MPO Chair).
- F. Consideration to accept the financial report as presented by Milestone Professional Services. Milestone financial report attached for review.
ATTACHMENT: MPO Financial Report for the second quarter.

- G.** Consideration to extension of Lake~Sumter MPO On-Call Engineering Services for Pavement Management
ATTACHMENT: 15-0008 Lake-Sumter MPO On-Call Engineering Services for Pavement Management Extension Form. (The MPO doesn't use this contract, but several municipalities are piggybacking off this contract and asked that we extend it for one more year).
- H.** Consideration of Retroactive Approval of Resolution 2020- 5 Approving FY 2020/21 – 2021/22 Unified Planning Work Program (UPWP).
ATTACHMENT: Lake~Sumter MPO Unified Planning Work Program for FY 2020/21 – 2021/22, MPO Resolution 2020-5. (MPO Chair signed the final UPWP on May 13, 2020, to meet the statutory submittal date of May 15, 2020).
FY 2020-21 - 2021/22 Unified Planning Work Program (UPWP) [Link to Download Document](#)
- I.** Consideration of Retroactive Approval of the 2019/20 FDOT/MPO Annual Joint Certification
ATTACHMENT: 2019/20 FDOT/MPO Annual Joint Certification. (MPO Chair signed the 2019/20 FDOT/MPO Annual Joint Certification on March 10, 2020, to meet statutory submittal requirements).

IV. ACTION ITEMS

TAB 2 Recommend Closing the Public Review Period and Approval of Resolution 2020-6 Adopting the FY 2020/21-2024-25 Transportation Improvement Program (TIP).

The five-year Transportation Improvement Plan (TIP) document is based on several funding sources, notably the FDOT Tentative Work Program. Each year, FDOT conducts a process of proposing a Tentative Work Program, which occurred in December 2019. The tentative program becomes final as of action taken by the Board of each year, and the new document covers the period from October 1, 2020, through September 30, 2025. Therefore, the MPO is required to adopt a new five-year Transportation Improvement Program to concur with and to be consistent with the projects in the FDOT work program.

MPO staff will present the DRAFT FY 2020/21 – 2024/25 Transportation Improvement Program

ATTACHMENT: Lake~Sumter MPO Transportation Improvement Program for FY 2020/21 – 2024/25, MPO Resolution 2020-6

Lake~Sumter MPO DRAFT TIP (Full document)

Lake~Sumter MPO DRAFT TIP Summary Funding Tables

TAC approved the TIP as presented

CAC approved the TIP as presented

Staff recommends Closing of the Public Review Period and Approval of Resolution 2020-6 Adopting the Transportation Improvement Program.

ROLL CALL VOTE REQUIRED

TAB 3 Recommend Approval of Resolution 2020- 9 Adopting the 2020 List of Priority Projects (LOPP) and Acknowledgement of Closing of the Public Review Period.

The MPO is required to annually develop a list of project priorities as part of the Transportation Improvement Program (TIP) process and to submit the list to FDOT. The MPO receives project candidates from Lake County

and Sumter County, which include Highway projects, Bicycle and Pedestrian projects, and Congestion Management Process projects.

Staff has updated the draft 2020 LOPP based on comments from our local jurisdictions, public comments, and MPO committees. MPO staff and MPO consultants will present the Draft 2020 LOPP for MPO Governing Board review and approval.

ATTACHMENTS: Lake-Sumter MPO 2020 List of Priority Projects, MPO Resolution 2020-9 Approving the 2020 MPO LOPP.

Jim Wood, AICP, Consultant Project Manager will present the 2020 LOPP

TAC approved the 2020 LOPP as presented

CAC approved the 2020 LOPP as presented

Staff recommends Closing the Public Review Period and Approval of Resolution 2020-6 Adopting the 2020 List of Priority Projects.

TAB 4 Recommend Opening the Public Review Period for the Revised Public Participation Plan (PPP).

MPOs are required to develop a Public Participation Plan (PPP). The requirements for this plan are contained in 23 CFR 450.316.

The MPO must develop and use a documented PPP that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process. [23 C.F.R. 450.316(a)].

A minimum public comment period of 45 calendar days must be provided before the initial or revised participation plan is adopted by the MPO. Copies of the approved PPP must be provided to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for informational purposes. These copies must be posted on the Internet to the maximum extent practicable. [23 C.F.R. 450.316(a)(3)].

AS part of this PPP revision, updates to the MPO's Title VI Nondiscrimination Plan, Limited English Proficiency Plan (LEP), and the Disadvantaged Business Enterprise Plan (DBE) have been revised to meet current guidelines.

LINKS: Lake-Sumter MPO Revised Public Participation Plan (PPP), Title VI Nondiscrimination Plan, Limited English Proficiency Plan (LEP), and the Disadvantaged Business Enterprise Plan (DBE).

All DRAFT Documents can be viewed at this link:

<http://www.lakesumtermpo.com/planning-documents/reports-plans/>

Staff recommends opening the Public Review Period for the Public Participation Plan. The final draft PPP will be on the August 26, 2020, MPO Governing Board Agenda for review and approval.

V. DISCUSSION ITEMS

TAB 5 Tab 7

- A.** Lake~Sumter MPO 2045 Long Range Transportation Plan – Status Update
Staff will present the current status of the 2045 LRTP and next steps in the process

VI. PRESENTATIONS:

- A.** Florida Turnpike Enterprise (FTE) Turnpike Mainline Widening from Minneola to US 27 Interchange (Mile Post 279.0 – 289.3).
FTE staff and Project Consultant will present the Mainline Widening Project to the Board.
ATTACHMENT: Turnpike Mainline Widening from Minneola to US 27 Interchange Presentation

VII. REPORTS

- A.** Transportation Agency Reports
- 1. FDOT Project Status Report – Ms. Jamie Kersey, MPO Liaison*
 - 2. Florida Turnpike Enterprise (FTE) - Mr. Siaso Fine, MPO Liaison*
 - 3. Central Florida Expressway (CFX) - Ms. Emily Brown, Manager of Public Affairs*
 - 4. County Transit Report*
 - 5. County Public Works Report*

VIII. INFORMATION ITEMS: NONE

IX. ADJOURNMENT NEXT MEETING: AUGUST 26, 2020 @ 2PM,

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above named Board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any of the proceedings should contact (352) 315- 0170, 48 hours in advance of the meeting.



MEETING MINUTES
Wednesday, February 26, 2020
Lake-Sumter MPO
225 W. Guava Street, Suite 217
Lady Lake, FL 32159

Members Present:

Commissioner Tim Sullivan
Commissioner Wendy Breeden
Commissioner Leslie Campione (Chair)
Commissioner Josh Blake (2nd Vice Chair)
Commissioner Don Burgess (Chair Elect)
Commissioner Doug Gilpin
Councilmember Jim Purvis
City Commissioner Robert Morin
Mayor Jim Richards (1st Vice Chair)
Mayor Cathy Hoechst
City Commissioner John Mobilian (Lake At Large Rep)
Mayor Evelyn Wilson
Councilor Martha MacFarlane
Councilmember Katherine Adams
Mayor Bil Spaude
City Commissioner Joe Elliott
Matt Schwerin
Board Member Christine Norris

Representing:

Lake County BCC
Lake County BCC
Lake County BCC
Lake County BCC
Sumter County BCC
Sumter County BCC
City of Clermont
City of Eustis
Town of Lady Lake
City of Mount Dora
City of Fruitland Park
City of Groveland *
Town of Howey-in-the-Hills*
City of Umatilla*
City of Bushnell*
City of Wildwood*
Florida Central Railroad**
Sumter County Schools**

Members Absent:

Commissioner Sean Parks
City Commissioner Dan Robuck
Mayor Pat Kelley
Councilmember Roy Stevenson
Vice-Mayor Mitchell Mack
Councilmember Sally Rayman
Mayor Joe Wynkoop
Councilmember Clay Godwin
Councilman Ana Vigoa
Board Member Sandy Gamble

Lake County BCC
City of Leesburg
City of Minneola
City of Tavares
Town of Astatula*
City of Mascotte*
Town of Montverde*
City of Coleman*
City of Webster*
Lake County Schools**

*Denotes non-voting members

**Denotes ex-officio, non-voting member

Staff:

Mike Woods
Doris LeMay
Diana Johnson

Executive Director
Executive Assistant
Lake County Attorney

Call to Order/Invocation/Pledge of Allegiance/Notice/Roll Call/Chairman's Announcements/Executive Director's Announcements

The meeting of the Lake-Sumter Metropolitan Planning Organization (MPO) was called to order at 2:02 p.m. by Chair Commissioner Leslie Campione. A moment of silence followed by the Pledge of Allegiance was led by Chair Campione. Staff announced the meeting was properly noticed. The roll was called, at which time it was noted a quorum was present (10 voting members present).

I. AGENDA UPDATE

Move Item G Consent Agenda Amendment to UPWP to Action Items.

II. OPPORTUNITY FOR PUBLIC COMMENT

John Drury City Administrator City of Tavares asked for support from MPO on BUILD Grant Extending the Wekiva Trail.

III. CONSENT AGENDA

Tab 1 Consent approval is requested of the following items:

- A. Consideration to approve the December 11, 2019 MPO Governing Board Minutes
- B. Consideration of Resolution 2020-1 approving Federal Transit Administration (FTA) 5305 Grant Application. Annual approval of the MPO's FTA Grant Application.
- C. Consideration to approve amendment to agreement between MPO and WSP USA, Inc. for On-Call Transportation and Traffic Planning Services. Contract amended to add Senior Planner II as an eligible Personnel Category.
- D. Consideration to approve second amendment to amended and restated MPO Staff Services Agreement.
- E. Consideration to approve the final lease agreement between MPO and Leesburg Citizen's LLC as Sub landlord.
- F. Consideration to accept financial report as presented by Milestone Professional Services.
- G. Consideration to Amend the FY 2018/19-2019/20 Unified Planning Work Program to De-Obligate funds from FY 2019/20 and to allocate to FY 2020/21.
- H. Consideration to approve Lake-Sumter MPO Continuity of Operations Plan (COOP).

Motion was made by Commissioner Wendy Breeden seconded by Commissioner Don Burgess and carried by a vote of 10-0, the Lake-Sumter MPO Approved Items A through H, removing Item G, of the Consent Agenda.

Council Member Jim Purvis arrived at this time (11 voting members).

IV. ACTION ITEMS

Item G of Consent Agenda – Consideration to Amend the FY 2018/19 -2019/20 Unified Planning Work Program to De-obligate funds from FY 2019/20 and to allocate to FY 2020/21.

Mike Woods provided a brief overview of the Amendment to the UPWP.

Motion was made by Commissioner Don Burgess, seconded by Commissioner Wendy Breeden and carried by a vote of 11-0, the Lake~Sumter MPO approved the Amendment to the FY 2018/19-2019/20 UPWP to De-obligate funds.

Tab 2 Consideration of Acceptance of FY 2018/19 Independent Financial Audit and Financial Statement. Joel Knopp from Moore Stephens Lovelace, P.A. presented the draft results of the Independent Financial Audit. Discussion continued.

Motion was made by Commissioner Josh Blake, seconded by Robert Morin and carried by a vote of 11-0, the Lake~Sumter MPO approved the Independent Financial Audit and Financial Statement.

Tab 3 Consideration to amend Bylaws of MPO. Diana Johnson, MPO Attorney provided a brief overview of the Amendment to MPO Bylaws. Discussion continued.

Motion was made Commissioner Wendy Breeden, seconded by Commissioner Josh Blake and carried by a vote of 11-0, the Lake~Sumter MPO Approved Amended Bylaws as presented.

Motion was made by Commissioner Don Burgess, seconded by Robert Morin and carried by a vote of 11-0, the Lake~Sumter MPO Approved Commissioner Tim Sullivan to serve as the Immediate Past Chair, and Joe Elliott to serve as Sumter County At Large Representative for the 2020 calendar year.

Tab 4 Consideration of Acceptance of Draft FY 2020/21- 2021/22 Unified Planning Work Program (UPWP).
Mike Woods provided a brief overview of the Draft FY 2020/21-2021/22 UPWP.
Discussion Continued.

Motion was made by Commissioner Tim Sullivan, seconded by Mayor Jim Richards and carried by a vote of 11-0, the Lake~Sumter MPO approved the Draft FY 2020/21-2021/22 UPWP.

Tab 5 Consideration of Resolution 2020-2 Approval of Amendment to FY 2019/20-2023/24 Transportation Improvement Program (TIP). Siaso Fine FTE provided a brief overview of the Amendment to the FY 2019/20-2023/24 TIP. Discussion continued.

Motion was made by Commissioner Wendy Breeden, seconded by Commissioner Tim Sullivan and carried by a roll call vote of 11-0, the Lake~Sumter MPO approved the Amendment to the TIP.

V. DISCUSSION ITEMS

Tab 7

- A. Lake~Sumter MPO List of Priority Projects (LOPP). Mike Woods provided a brief update on the Lake~Sumter MPO List of Priority Projects.
Commissioner Josh Blake supports letter from Fruitland Park asking that the MPO Board make the completion of the final construction phase of 466A the top priority in Lake County.
Mayor Evelyn Wilson, City of Groveland, thanked the Board for support of the Groveland Re alignment project.
- B. 2045 Long Range Transportation Plan. Mike Woods provided a brief update on the 2045 LRTP.

VI. PRESENTATIONS

None

VII. REPORTS

- A. Transportation Agency Reports – Written Reports In Package
 - 1. Florida Department of Transportation (FDOT) – Jamie Kersey
 - 2. **Florida’s Turnpike Enterprise** (FTE) – Siaosi Fine
 - 3. Central Florida Expressway Authority (CFX) – Emily Brown
 - 4. Lake County Transit Report – In Agenda Package
 - 5. County Public Works Report – None

VIII. INFORMATIONAL ITEMS

- A. 2020 Congestion Management Process Database, Congestion Management Process County Map Series.

IX. ADJOURNMENT NEXT MEETING:

There being no further business to be brought to the attention of the Lake~Sumter Metropolitan Planning Organization, the meeting was adjourned at 3:10 p.m.

Leslie Campione, Chair

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2020 -7

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE FY 2020/21 BUDGET EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Lake-Sumter Metropolitan Planning Area; and

WHEREAS, the MPO operates on a fiscal year July 1 through June 30 in coordination with state and federal planning funds administered by the Florida Department of Transportation; and

WHEREAS, the MPO annually approves a budget that accounts for all funds received by the MPO, including planning funds administered by the Florida Department of Transportation, Federal Highway Administration, and Federal Transit Administration, funds received from member local governments for the MPO's Transportation Management System, and other funds received by the MPO for special services; and

WHEREAS, the MPO annually approves a budget that accounts for anticipated expenditures, including personnel costs, operational costs, and consultant services.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that:

The MPO budget for Fiscal Year 2020/21, attached hereto as an exhibit, is hereby adopted effective July 1, 2020, through June 30, 2021.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lake~Sumter Metropolitan Planning Organization

Leslie Campione, Chair

Approved as to Form and Legality:

Diana Johnson, MPO Attorney

LAKE SUMTER MPO
Proposed Budget
7/1/20-06/30/21

REVENUES

9595115 LAKE SUMTER MPO - GRANT PROGRAMS

<u>Org.Acct</u>	<u>Project</u>	Title	2021 Proposed Budget
9595115.331450		Highway Planning & Construction-PL	665,035
9595115.331471	96517	Fed Transit Metro - 5305 FY 19/20	50,000
9595115.331471		Fed Transit Metro - 5305 FY 20/21	124,005
9595115.334400		CTD Planning Grants	48,252
9595115.389999		Beginning Fund Balance	30,000
Total Revenues 9595115			917,292

EXPENDITURES

9595115 LAKE SUMTER MPO - GRANT PROGRAMS

9595115.810110		Executive Salaries	113,320
9595115.810120		Regular Salaries	51,917
9595115.810210		Social Security Matching	12,641
9595115.810220		Retirement Contributions	33,192
9595115.810222		Retirement Contributions - Employees	6,800
9595115.810230		Life and Health	18,190
9595115.810240		Workers Comp	529
			<hr/> 236,589
9595115.830310		Professional Services	477,493
9595115.830320		Accounting and Auditing Services	80,000
9595115.830340		Contractual Services	7,500
9595115.830400		Travel	2,000
9595115.830410		Communications	3,060
9595115.830420		Freight and Postage	100
9595115.830440		Rentals and Leases	37,000
9595115.830450		Insurance	4,500
9595115.830460		Repair and Maintenance	1,000
9595115.830465		IT Repair & Maint	12,100
9595115.830471		Reprographic Charges	3,000
9595115.830490		Other Current Charges	2,500
9595115.830510		Office Supplies	8,000
9595115.830511		Info Tech Supplies	7,200
9595115.830550		Training	1,250
Total Operating			<hr/> 646,703
9595115.880810		Grants and Aids	5,000
9595115.890916		Administration Costs	29,000
Total Expenditures 9595115			917,292

TOTAL REVENUES 917,292

TOTAL EXPENDITURES 917,292

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2020– 8

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION; AUTHORIZING ITS CHAIR TO MAKE, EXECUTE AND DELIVER THE TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT FOR FY 2020/21 WITH AND TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process, including transportation disadvantaged planning as authorized by section 427.0159, Florida Statutes and Rule 41-2, Florida Administrative Code, for the Lake-Sumter MPO Planning Area; and **WHEREAS** the Lake~Sumter MPO is the Designated Official Planning Agency for transportation disadvantaged planning for the Lake~Sumter MPO Planning Area that includes Lake County and Sumter County; and

WHEREAS, the MPO has the authority to execute a Transportation Disadvantaged Trust Fund Grant Agreement and to undertake a transportation disadvantaged service project authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter Metropolitan Planning Organization (MPO) that the:

1. The Chair of the MPO is authorized to make, execute, and deliver the FY 2020/21 Transportation Disadvantaged Trust Fund Agreement with and to the Florida Commission for the Transportation Disadvantaged (“grant agreement”).
2. The Chair of the MPO is authorized to sign any and all agreements, amendment, or supplements which are required in connection with the grant agreement.
3. The Chair of the MPO is authorized to sign any and all assurances, reimbursement invoices, warranties, certificates and any other documents which may be required in connection with the grant agreement.
4. The Chair of the MPO is hereby authorized and directed to submit the FY 2020/21 Transportation Disadvantaged Trust Fund Agreement to the:
 - a. Federal Highway Administration (FHWA) through the Florida Department of Transportation (FDOT);
 - b. Federal Transit Administration (FTA) through FDOT;
 - c. Florida Commission for the Transportation Disadvantaged;
5. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lake~Sumter Metropolitan Planning Organization

Leslie Campione, Chair

Approved as to Form and Legality:

Diana Johnson, MPO Attorney

SAMAS Approp	<u>108846</u>	Fund	<u>TDTF</u>	FM/Job No(s)	<u>43202911401</u>
SAMAS Obj	<u>751000</u>	Function	<u>615</u>	CSFA No.	<u>55.002</u>
Org. Code	<u>55120000952</u>	Contract No		Vendor No.	<u>59-6000695</u>

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
PLANNING GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project. The Grantee shall pay and not be reimbursed for funds exceeding the estimated project cost.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 26,363.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$ 26,363.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or 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 Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local

governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission 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 Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by 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.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee 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 Grantee's audit period for each applicable audit year. In the event the Grantee 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 Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee'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 both:

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

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 Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Grantee'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 Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee'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 Grantee 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 Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2021.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of

the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and 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.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee 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 financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee 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 Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2021. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2021.

15.00 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.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, 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 Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee 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 Commission.

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

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

I. PROJECT LOCATION: Lake County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A: **Weighted value = 15%**
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:
Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:
Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:
LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:**Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

TASK 4:**Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:**Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 6:

Weighted value = 4%

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:

Weighted value = 4%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 8:

Weighted value = 4%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9:

Weighted value = 4%

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:

Weighted value = 4%

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$26,363.00 for related planning services in Lake County(ies)

Task 1	17%	\$4,481.71
Task 2	15%	\$3,954.45
Task 3	40%	\$10,545.20
Task 4	4%	\$1,054.52
Task 5	4%	\$1,054.52
Task 6	4%	\$1,054.52
Task 7	4%	\$1,054.52
Task 8	4%	\$1,054.52
Task 9	4%	\$1,054.52
Task 10	4%	\$1,054.52
TOTAL:	100%	\$26,363.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$26,363.00</u>
Total Project Cost	<u>\$26,363.00</u>

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 20/21 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

**EXHIBIT "C"
PLANNING**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged
FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) PLANNING GRANT PROGRAM
CSFA Number: 55.002
***Award Amount:** \$26,363.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

SAMAS Approp	<u>108846</u>	Fund	<u>TDTF</u>	FM/Job No(s)	<u>43202911401</u>
SAMAS Obj	<u>751000</u>	Function	<u>615</u>	CSFA No.	<u>55.002</u>
Org. Code	<u>55120000952</u>	Contract No		Vendor No.	<u>59-6000695</u>

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
PLANNING GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project. The Grantee shall pay and not be reimbursed for funds exceeding the estimated project cost.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 21,889.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$ 21,889.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or 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 Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local

governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission 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 Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by 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.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee 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 Grantee's audit period for each applicable audit year. In the event the Grantee 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 Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee'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 both:

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

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 Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Grantee'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 Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee'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 Grantee 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 Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2021.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of

the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and 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.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee 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 financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee 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 Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2021. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2021.

15.00 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.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, 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 Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee 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 Commission.

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

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

I. PROJECT LOCATION: Sumter County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A: **Weighted value = 15%**
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:
Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:
Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:
LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:**Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

TASK 4:**Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:**Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 6:

Weighted value = 4%

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:

Weighted value = 4%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 8:

Weighted value = 4%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9:

Weighted value = 4%

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:

Weighted value = 4%

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$21,889.00 for related planning services in Sumter County(ies)

Task 1	17%	\$3,721.13
Task 2	15%	\$3,283.35
Task 3	40%	\$8,755.60
Task 4	4%	\$875.56
Task 5	4%	\$875.56
Task 6	4%	\$875.56
Task 7	4%	\$875.56
Task 8	4%	\$875.56
Task 9	4%	\$875.56
Task 10	4%	\$875.56
<hr/>		
TOTAL:	100%	\$21,889.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$21,889.00</u>
Total Project Cost	<u>\$21,889.00</u>

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 20/21 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

**EXHIBIT "C"
PLANNING**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged
FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) PLANNING GRANT PROGRAM
CSFA Number: 55.002
***Award Amount:** \$21,889.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

Financial Project No.: <u>439329-3-14-1</u> (item-segment-phase-sequence) Contract No.: <u>G1J28</u> CFDA Number & Title: <u>20.2005 Hwy Planning & Construction</u>	Fund: <u>PL</u> Function: <u>615</u> Federal Award Identification No. (FAIN): <u>0457 057 M</u> MPO DUNS No.: <u>361561801</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>78000</u> Org. Code: <u>550520000532</u> Vendor No.: <u>F371882383001</u>
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THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this _____ day of _____ 2020, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 719 S. Woodland Blvd., DeLand, FL 32720 and the Lake-Sumter Metropolitan Planning Organization (MPO), whose address is 1300 Citizens Blvd., Leesburg, FL 34748, and whose Data Universal Numbering System (DUNS) Number is: 361561801 (collectively the “parties”).

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

1. **Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) portion of the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.
2. **Purpose of the Agreement:** The purpose of this Agreement is to pass through financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit “A”.
3. **Scope of Work:** The UPWP, Exhibit “A”, constitutes the Scope of Work for this Agreement.
4. **Project Cost:** The total budgetary ceiling for the Project is \$1,240,070.00. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit “A”. The budget may be modified by mutual agreement as provided for in paragraph 8, Amendments.

The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. No work shall begin before the Agreement is fully executed and a "Letter of Authorization" is issued by the Department. The total of all authorizations shall not exceed the budgetary ceiling established for this agreement and shall be completed within the term of this Agreement:

FINANCIAL PROJECT NO.	AMOUNT
<u>439329-3-14-01</u>	<u>\$1,240,070.00</u>

5. **Non-federal Share:** The Department uses the U.S. Department of Transportation sliding scale federal/non-federal match ratio for metropolitan planning funds. This ratio is 81.93 percent federal and 18.07 percent non-federal. It is the policy of the Department to use a “soft match” using toll credits as authorized by Title 23 U.S.C. (Section 120) for the non-federal share for all FHWA sliding scale eligible funding programs. The MPO must identify and describe the soft match in its 2-year UPWP introduction and show the total amount of toll credits used to match the FHWA funds in the UPWP Summary Budget Tables.
6. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2020 or the date the Agreement is fully executed, whichever is later and expire on June 30, 2022. If the

Agreement is fully executed after July 1, 2020, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2022. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

- 7. Renewals and Extensions:** This Agreement shall not be renewed or extended.
- 8. Amendments:** Amendments may be made during the term of this Agreement. Any amendment must be in writing and signed by both parties with the same formalities as the original Agreement.
 - A. Modifications versus Amendments to the UPWP:** Modifications and amendments to the UPWP budget may occur periodically. Modifications shall not increase the FHWA approved UPWP final total budget or change the scope of the FHWA approved work tasks. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. The Department will then forward the modifications to FHWA. Each budget category subtotal and individual line item costs contained in this Agreement are only estimates. The total budgetary ceiling cannot be exceeded, however shifts between budget categories and budget line items are acceptable and shall not require an amendment of the UPWP or this Agreement. Changes in the scope of an approved work task, the addition or deletion of an approved work task, or changes altering the total funding of an FHWA approved UPWP shall be considered amendments to the UPWP. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA regarding the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.
- 9. General Requirements:**
 - A.** The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.
 - B.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
 - C.** The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:
 - i.** Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
 - ii.** Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.
 - iii.** Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - iv.** Effective control over, and accountability for, all funds, property, and other assets.

- v. Comparison of expenditures with budget amounts for each Federal award.
- vi. Written procedures to implement the requirements of §200.305 Payment.
- vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

10. Compensation and Payment:

- A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit “A”. Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required by FHWA or the Department to justify and support the payment requested.
- B. Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit “A”.
- C. Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Grant Manager prior to payments.
- D. The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. In regard to eligible costs, whichever requirement is more strict between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- E. Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit “A”, was met. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- F. Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department’s Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department’s Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.
- G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.

- H. An invoice submitted to the Department involving the expenditure of metropolitan planning funds (“PL funds”) is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15-business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement, or the disputed item/amount could be included/added to a subsequent invoice.
- I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the MPO's general accounting records and the project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.
- J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.
- L. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- M. **Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies or monitoring by the Department discloses that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.

- N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

11. Procurement and Contracts of the MPO

- A. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 2 CFR §200.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the MPO, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the MPO's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the MPO will involve the Department, to an extent to be determined by the Department, in the consultant selection process for all projects funded under this Agreement. In all cases, the MPO shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The MPO shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds.

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

- A. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The MPO, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the MPO expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the MPO must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "B", Federal Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award

identification information needed by the MPO to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the MPO must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

- ii. In connection with the audit requirements, the MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).
- iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

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

13. Termination or Suspension: The Department may, by written notice to the MPO, suspend any or all of the MPO's obligations under this Agreement for the MPO's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department will provide written notice outlining the particulars of suspension.

The Department may terminate this Agreement at any time before the date of completion if the MPO is dissolved or if federal funds cease to be available. In addition, the Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

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

Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the MPO or any consultant, sub-consultant or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are confidential or exempt.

The conflict and dispute resolution process set forth in Section 14 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

14. Remedies: Violation or breach of Agreement terms by the MPO shall be grounds for termination of the Agreement. Any costs incurred by the Department arising from the termination of this Agreement shall be paid by the MPO.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

15. Conflict and Dispute Resolution Process: This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value

of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 9.N of this Agreement.

- A. Initial Resolution:** The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.
- B. Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Lake-Sumter MPO - the Chairperson of the MPO.
- C. Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, “Initial Resolution” and “Resolution by Senior Agency Official” above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.

16. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE’s, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The MPO and its contractors and consultants agree to ensure that DBE’s have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE’s have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors and subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

17. Compliance with Federal Conditions and Laws:

- A.** The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B.** The MPO shall comply with the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. Title VI Assurances:** The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit “C”, Title VI Assurances. The MPO shall include the attached Exhibit “C”, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- D. Restrictions on Lobbying** The MPO agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

E. The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

18. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the MPO agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement :

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

- E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

19. Miscellaneous Provisions

A. Public Records:

- i. The MPO shall allow public access to all documents, papers, letters, or other material subject to

the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state or federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.

- B. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.
- C. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the MPO to the end that the MPO may proceed as soon as possible with the Project.
- G. The MPO shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the MPO and FHWA requires reimbursement of the funds, the MPO will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- H. The MPO:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by MPO during the term of the contract; and
 - ii. shall expressly require any contractor, consultant, subcontractors and subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor or subconsultant during the contract term.
- I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- J. The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- K. This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Florida.

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

- A. Exhibit "A", UPWP
- B. Exhibit "B", Federal Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

C. Exhibit “C”, Title VI Assurances

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day, month and year set forth above.

MPO

Florida Department of Transportation

Lake-Sumter Metropolitan Planning Organization

MPO Name

Leslie Campione

Signatory (Printed or Typed)

Loreen Bobo, P.E.

Department of Transportation

Signature

Signature

Lake-Sumter MPO Chair

Title

Director of Transportation Development

Title

Legal Review

MPO

Legal Review

Department of Transportation

EXHIBIT B

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: [20.205](#)

CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program

***Award Amount:** \$

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

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

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

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

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

www.ecfr.gov

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

Exhibit "C"
TITLE VI ASSURANCES

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

- (1) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination

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

**AMENDED AND RESTATED AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND MILESTONE PROFESSIONAL SERVICES, INC.
FOR FINANCIAL ANALYSIS AND GRANT COMPLIANCE SERVICES**

This is an Amended and Restated Agreement (“Agreement”) by and between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (“MPO”) and Milestone Professional Services, Inc., a Florida for profit corporation, its successors and assigns (“CONSULTANT”), collectively the “parties”.

WITNESSETH:

WHEREAS, CONSULTANT is qualified and able to provide financial analysis and grant compliance services; and

WHEREAS, on April 26, 2017, MPO and CONSULTANT entered into an agreement for CONSULTANT to provide such services to MPO; and

WHEREAS, the parties seek to enter into this Amended and Restated Agreement in order to continue the provision of services by the CONSULTANT to the MPO.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Scope of Services.**

A. On the terms and conditions set forth in this Agreement, MPO hereby engages CONSULTANT to provide financial analysis and grant compliance services for MPO. Services shall be performed in accordance with the terms of this Agreement and the Scope of Services listed in **Attachment A**, attached hereto and incorporated herein by reference. It is understood and agreed to by the parties that the Scope of Services may be modified or changed by either party, but to be effective any modification or amendment to the Scope of Services must be in writing and signed by CONSULTANT and MPO.

B. CONSULTANT shall perform financial analysis and grant compliance services as: (1) assigned to it in writing by the MPO Executive Director, (2) in response to directives from the Executive Committee or the Governing Board of the MPO, and (3) as a result of new federal, state and local requirements.

C. MPO will provide to CONSULTANT all necessary and available documents, records, and data MPO possesses that is needed and/or useful to CONSULTANT in the completion of the required services. MPO acknowledges that failure of MPO to timely provide CONSULTANT with documentation needed by CONSULTANT from MPO to complete the Scope of Services under this Agreement will hinder CONSULTANT’s ability to provide services. No financial implication on CONSULTANT or consideration of a breach of the terms of this Agreement by CONSULTANT will be imposed and/or implemented against CONSULTANT if CONSULTANT is unable to complete its services due to solely the fault or neglect of the MPO, its officers or employees to comply with the terms of this paragraph.

3. **Term and Restatement.** This Agreement shall be effective upon the date of execution of the Agreement by the parties (“effective date”) and will remain in effect until terminated by a party or the parties. Consultant Pricing as outlined in Attachment B will remain in effect for a 2 year period from the date of execution of this Amended Agreement. After the initial 2 year period, rates will be negotiated with the Executive Director and approved by the MPO Governing Board for additional 2 year periods. On the effective date of this Agreement the *Agreement between the Lake~Sumter Metropolitan Planning Organization and Milestone Professional Services, Inc. for Financial Analysis and Grant Compliance*

Services dated April 26, 2017 will be considered terminated and this Agreement shall stand in its place as the agreement between the parties.

4. **Other Consultants.** CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by MPO. CONSULTANT acknowledges that nothing herein shall be deemed to preclude MPO from retaining the services of other persons undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to the services provided under this Agreement. The parties acknowledge that if MPO retains the services of a third party for same or similar financial analysis and grant compliance services, CONSULTANT shall have no responsibility, liability and/or control of the work product of such third party.

5. **Payment.** MPO agrees to compensate CONSULTANT for services provided under this Agreement at the hourly rates provided in Consultant's Pricing, attached hereto and incorporated herein as **Attachment B**. If CONSULTANT is requested by MPO to provide additional services, such as presentation and logical support at MPO meetings, workshops, special graphics or handouts, not addressed in the Scope of Services attached hereto as Attachment A, CONSULTANT shall charge for such additional services at the hourly rates provided in Attachment B. This rate shall include, but not be limited to, all salary, benefits, overhead, profit and local travel costs. The parties acknowledge and agree that MPO does not guarantee a minimum quantity or dollar value of work and no monthly retainer fees shall be required.

6. **Invoices.** CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month to the MPO for the services performed. Each invoice shall itemize the charges by identifying the services performed and the hours performed for the services. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated. Under no circumstances shall the invoices be submitted to MPO in advance of the delivery and acceptance of the items or services. MPO shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

7. **Funding.** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. A copy of the requirements shall be supplied to CONSULTANT by MPO upon receipt from the federal, state or local agency so that the parties can discuss and evaluate whether CONSULTANT is able and willing to comply with such additional requirements.

8. **E-Verify.** CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within MPO; and

B. All persons, including sub-consultants, assigned by the CONSULTANT to perform work pursuant to the contract.

9. **Key Personnel.** CONSULTANT has represented to MPO that the services to be provided under this Agreement will be performed by Donna Collins and June Lorah and agrees that these individuals will be available to perform the services described herein for MPO barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to written approval of MPO. In the event the requested substitute is not satisfactory to MPO and the matter cannot be resolved to the satisfaction of MPO, MPO reserves the right to terminate this Agreement. CONSULTANT and its employee(s) shall obtain and maintain throughout the term of this Agreement any and all licenses and certifications required to do business in the State of Florida and in Lake County, Florida.

10. **Independent Contractor.** CONSULTANT and its employee(s) agree that it/they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of MPO. CONSULTANT shall have no authority to contract for or bind MPO in any manner and shall not represent itself as an agent of MPO, or as otherwise authorized to act for or on behalf of MPO.

11. **Termination.** This Agreement may be terminated by either party by submitting sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Agreement may be extended until said work or service is completed and accepted by MPO.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of MPO with the required sixty (60) day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. **Termination for Cause.** Termination by MPO for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The sixty (60) day advance notice requirement is waived in the event of termination for cause. In the event of termination for cause, MPO will provide the CONSULTANT seven (7) days advance written notice and shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred prior to date of notice of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under this Agreement.

12. **Assignment of Agreement.** This Agreement shall not be assigned without the written consent of MPO. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the MPO immediately. MPO shall have the option of terminating this Agreement in the event the acquiring entity does not meet with MPO's approval.

13. **Insurance.**

A. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to MPO, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT, or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. Within seven (7) days after execution of this Agreement, CONSULTANT shall provide the MPO with an acceptable certificate(s) of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with **The Lake-Sumter Metropolitan Planning Organization and its Governing Board** named as an additional insured. The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$1,000,000
Products-Completed Operations	\$1,000,000
Personal & Adv. Injury	\$1,000,000

Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the MPO responsible for any payment or compensation for that injury.

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe. Upon request of the MPO, the CONSULTANT shall provide a copy of all policy endorsement(s), reflecting the required coverage, with MPO listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu thereof).*

C. If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

D. Certificate of insurance shall evidence a waiver of subrogation in favor of the MPO, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the MPO.

E. Certificate holder shall be:

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
AND ITS GOVERNING BOARD

F. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the MPO. At the option of the MPO, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

G. The MPO shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.

H. The CONSULTANT shall be responsible for sub-consultants, if any, and their insurance. Sub-consultants are to provide Certificates of Insurance to the MPO evidencing coverage and terms in accordance with the CONSULTANT's requirements.

I. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

J. Neither approval by the MPO of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

14. Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of MPO has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by MPO upon consultation with its attorney.

15. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. **Indemnity.** CONSULTANT shall indemnify and hold the MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the MPO, its Governing Board, its Executive Board, and its officers and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT'S duties set forth in this Agreement.

17. **Prohibition Against Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

18. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by MPO to perform the services identified herein.

2. Upon request from the MPO's custodian of public records, provide the MPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to MPO.

4. Upon completion of the contract, transfer, at no cost, to MPO all public records in possession of the CONSULTANT or keep and maintain public records required by MPO to perform the service. If CONSULTANT transfers all public records to MPO upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to MPO, upon request from MPO's custodian of public records, in a format that is compatible with the information technology systems of MPO.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, EXECUTIVE ASSISTANT, LAKE-SUMTER MPO, AT 352-315-0170, OR VIA EMAIL AT DLEMAY@LAKESUMTERMPO.COM.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

19. **Right to Audit.** MPO reserves the right to require CONSULTANT to submit to an audit by any auditor of the MPO'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to MPO for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by MPO to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the MPO in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of MPO'S audit shall be reimbursed to MPO by CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the MPO'S audit findings to CONSULTANT.

20. **Venue.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

21. **Amendment.** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

22. **Severability.** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23. **Rights.** During the term of this Agreement, CONSULTANT assures MPO that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

24. **Compliance.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with MPO through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. MPO, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

25. **Other Provisions.** The CONSULTANT and MPO agrees to following terms:

A. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement.

B. **Federal Participation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

C. **Compliance with Federal Law, Regulations and Executive Orders.** The CONSULTANT will comply with all Federal law, regulations, executive orders, and procedures and directives.

D. **Civil Rights.** The CONSULTANT shall comply with the Florida Civil Rights Act of 1992, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination

Act of 1975, all implementing regulations of these statutes, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

E. Copeland Anti-Kickback Act and Davis-Bacon Act.

1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) and the requirements of 29 CFR part 5 may be applicable. The CONSULTANT shall comply with 40 USC 3141-3144 and 3146-3148 and the requirements of 29 CFR part 5 as applicable. CONSULTANT shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, consultants are required to pay wages not less than once a week.

2. The CONSULTANT shall comply with 18 USC 874, 40 USC 3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into this Agreement. The CONSULTANT or subconsultant shall insert in any subcontracts the clause above and also a clause requiring subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with all of these contract clauses. A breach of contract clauses above may be grounds for termination of the contract, and for debarment as a consultant and subconsultant as provided in 29 CFR 5.12.

F. Byrd Anti-Lobbying Amendment. CONSULTANT as executed the certification regarding lobbying, and such is considered attached to and incorporated within this Agreement. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. sec. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. Suspension and Debarment.

1. This Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The CONSULTANT must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of the fact relied upon by MPO. If later determined that the CONSULTANT did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C while this offer is valid and throughout the period Agreement that arises from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Records.

1. The CONSULTANT agrees to provide the MPO, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

2. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy experts and transcriptions as reasonably needed.

I. Equal Employment Opportunity: During the performance of this Agreement, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The CONSULTANT will include provisions (1) through (8) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT A

SCOPE OF SERVICES

Overview of Professionals Assigned to this Engagement

The professionals of MPS have extensive governmental experience. This includes both large counties and very small municipalities as well as special districts and school boards. The primary executive on this engagement would be June Lorah, Director and Vice President of MPS. June has extensive experience with financial reporting for governmental agencies and recently served as the grant coordinator for a large HUD grant for the East Central Florida Regional Planning Council. (Her role in that engagement is described in depth below.) June will be responsible for preparing the grant reimbursement packages and payroll allocations. She also will prepare the Schedule of Expenditures of Federal Awards (SEFA), data collection form and assist on financial reporting for LSMPO. June's resume and professional associations can be found below. The primary executive on the Financial Analysis portion of the engagement would be Donna Collins. Donna is a Director and President of MPS. Donna's unique offering to the project at hand is diverse experience with the year end process for local governments and expertise in financial reporting. Clients served in this capacity range from very small towns to large counties. Donna is also familiar with special purpose reporting similar to the LSMPO's current Financial Statement. She will work to develop a month report format acceptable to the LSMPO Board and then be responsible for presentation of this financial reporting at the Board meeting (presentation in person as requested). A more in-depth description of similar engagements can be found in Tab B. Donna's resume can be found below.

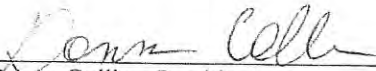


AMENDED AND RESTATED AGREEMENT BETWEEN THE LAKE-SUMTER MPO AND MILESTONE FOR FINANCIAL ANALYSIS AND GRANT COMPLIANCE SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO, signing by and through its Chair, and by CONSULTANT through its duly authorized representative.

CONSULTANT

MILESTONE PROFESSIONAL SERVICES, INC.



Donna Collins, President

This 21 day of April, 2020.

MPO

Lake-Sumter Metropolitan Planning Organization

ATTEST:




Doris LeMay, Executive Assistant



Leslie Campione, Chair

This 30th day of April, 2020.

Approved as to form and legality:



Diana Johnson, MPO Attorney

Resumes

June Lorah (June@milestoneps.com)-

June has over 28 years of accounting experience, including many years in the public sector auditing governmental and NPO clients. She has extensive single audit and financial reporting experience, and has served as a technical reviewer for both the GFOA Popular Annual Financial Report (PAFR) and Comprehensive Annual Financial Report (CAFR) award programs. June is a technological innovator, capable of working in many accounting software platforms serving the governmental sector. Her expertise at implementing new accounting standards is well recognized. She is very knowledgeable regarding MPO grant reporting requirements and served as the grant liaison for a \$2.8 million, 3 year HUD grant for the East Central Florida Regional Planning Council. She has extensive experience with grant compliance and is proficient at single audit preparation, audit interaction and filing of grant related reports. She is a member of the GFOA, FGFOA, AICPA and FICPA.

Donna Collins (Donna@milestoneps.com) -

Donna has over 30 years of experience in the public sector serving governmental clients. This includes prior audit experience with both national and regional accounting firms. Donna also served four years as the Accounting Director for a Central Florida County. Her background encompasses compliance monitoring and reporting, financial reporting and budget preparation assistance. Donna has also worked as a technical reviewer for Comprehensive Annual Financial Reports and participated as a speaker for the FICPA and FGFOA as well as coordinating internal firm presentations and training. She is a member of the GFOA, FGFOA, AICPA and FICPA, and served as past Chair for the FICPA State and Local Government Committee and past Chair of the FICPA State and Local Government Annual Conference Committee. Donna is a licensed Certified Public Accountant.



Other Matters

Litigation: There are no past or pending litigation or disputes related to any MPS engagement.

Insurance Certificates: MPS maintains appropriate liability and workers' compensation insurance. Insurance certificates can be provided if needed.

Corporate Standing and Authorized Signatories: MPS is in good standing with the State of Florida and has filed all documents and reports required for our type of entity.

Public Entity Crimes and Conflict of Interest: Neither MPS nor its officers have been convicted of a Public Entity Crime. We also do not have any conflicts of interest that would prevent us from doing business with the Lake Sumter MPO.

W-9: A current W-9 is on file with the MPO.



Recent Financial Analysis and Grant Compliance projects

Financial Analysis – Almost all of the clients we serve include a financial reporting and analysis contract piece. For the Comprehensive Annual Financial Reports (CAFRs) and Annual Financial Reports we prepare, our role generally includes analysis and review of the trial balance, assistance with developing of footnote disclosure and assistance with internal control questions and new accounting standards, as they arise. Our work with several Florida Counties provides experience with special purpose reporting, as the constitutional officer reports are prepared in a manner similar to the financial report for the LSMPO. Our preparation of the financial report for several special districts also provides similar financial reporting experience.

As financial statement reviewers, we are tasked with enhancement of the current report and suggestions for improvement. Several of our engagements also include presentation to the governing Board or other oversight committee or group. Highlighted below are four engagements that demonstrate financial reporting expertise. Additional engagement descriptions and references can be provided if needed.

East Central Florida Regional Planning Council – The East Central Florida Regional Planning Council (ECFRPC) has been an MPS client since 2006. Our responsibilities include assistance with audit preparation, preparation of annual financial statements, preparation of the SEFA, and internal control and new standard assistance. Recently we also served as the grant coordinator for a \$2.8 million, three year HUD grant. (Discussed below).

Marion County - Marion County has been an MPS client since 2006. Our contract for the past several years has included: preparation of the entity wide statements, a complete technical review of the completed CAFR for compliance with the GFOA Certificate of Achievement for Excellence in Financial Reporting program (the Certificate program), assistance with implementation of new accounting standards and assistance addressing auditor review comments related to the CAFR. In fiscal 2015, our responsibilities also included implementation of new financial reporting software and assistance with implementation of GASB Statements No. 68 and 71.



Recent Financial Analysis and Grant Compliance projects (continued)

City of Leesburg – The City of Leesburg has been a client since 2010. Our primary assistance has been preparation of the CAFR (fund level and entity wide statements), technical review of the entire document (for compliance with the Certificate program), assistance with implementation of new accounting standards and assistance with various audit schedules and auditor requests.

Seminole County – MPS has had the privilege of serving Seminole County since 2006. Our engagement includes completion of the fund level and entity wide statements, including consolidation of the constitutional officer into the County's general fund. MPS also provides a complete technical review to ensure all requirements of the Certificate program are met. We provide technical assistance on new GASB standards and accounting questions as well as prepare select audit workpapers and correspondence as requested.

Grant Compliance – Routinely our engagements include assistance with grant related issues, both for internal controls, allowable costs and required federal/state reporting. We also often assist in the preparation or review of the Schedule of Expenditures of Federal Awards (SEFA). The engagement most directly similar to the Draft Scope of Work would be our assistance to the ECFRPC in the capacity of Grant Coordinator.

East Central Florida Regional Planning Council - In 2011-2013, the ECFRPC was the lead agency on a \$2.4 million grant from HUD's Office of Sustainable Housing and Communities. The grant required a \$480,000 local match making projects cost to track \$2.8 Million for the three year grant period. MPS responsibilities included: developing reimbursement and documentation controls for the six subrecipient agencies, timely submission of quarterly reimbursement requests, reporting on HUD's web portal, semi-annual financial reporting and then close-out reporting for the grant, and budget revision approval for needed changes to the grant during its duration.



Recent Financial Analysis and Grant Compliance projects (continued)

Subrecipient monitoring also included: review of subrecipient annual reports for audit issues and correct single audit reporting, review of reimbursement requests, review of all timesheets and allocations charged time to the grant as well as vendor invoices and back up for appropriateness with costs allowed for the grant. A similar review of all time charged and invoices submitted for reimbursement by the lead agency was performed.

Additional tasks included: development of several internal control reports and benchmarks for project spending and estimated timelines for the project as a whole, comparative reporting of actual to budgeted expenditures for the project for the three year grant period, determining appropriate accruals at year end and SEFA reporting. This grant was a major program for all three years for ECFRPC so preparation of documents for the Single Audit examination was also performed.



Approach/Technical Proposal

Company History

Milestone Professional Services Inc. (MPS) was established almost thirteen years ago as a governmental consulting firm. Our corporate structure allows us to provide a wide array of accounting services and financial reporting assistance to governmental agencies, outside of the typical attest function performed by certified public accounting firms. While maintaining a fully licensed certified public accountant within our shareholder group, our firm focus is to partner with government agencies for financial accountability. To us, this means enhancing the expertise of the current financial staff without being perceived as a threat to the auditor's role.

Each of our shareholders has extensive governmental experience. This includes a combined 31 years as governmental auditors in addition to experience as the Accounting Director for a local Florida County. This background of providing attest services highlighted the challenge many governments face when non-routine projects arise. The trend to streamline the financial function over the past several years, combined with restrictions in the role of the auditor due to independence standards, left many finance departments without the additional hours (or in some cases, the expertise) to perform non-routine tasks. This need was the catalyst for establishing MPS, a separate service provider designed to work along-side government agencies and complement their finance function.

The services we provide include a wide range of accounting and financial assistance tasks. Some of our recent projects include: assistance with year-end close and preparation of auditor requested schedules, review and/or preparation of the Comprehensive Annual Financial Report, assistance in budget development and evaluation, development of an indirect cost plan to allocate central costs and provide relief to the general fund, evaluation of internal controls systems (including information technology interfaces) to provide a sound control environment, serving as Grant Coordinator for large multi-agency grants and assistance implementing the provisions of new GASB Statements. (A complete listing of projects is available upon request.)



Milestone Methodology

Our philosophy at MPS is to truly be part of the finance team within the clients we serve. This "client" focus distinguishes MPS from the perspective of many CPA firms that provide an attest function. We understand the subtle difference between "providing a service" and "being part of a team". We bring this approach to each client we serve.

Understanding of the Project

The LSMPO developed an initial Draft Scope of Work for Financial Analysis and Grant Compliance Services. That scope was modified concurrent with this contract amendment based on needs of the MPO. The scope of services includes three recurring tasks that include: preparation of grant financial reimbursement packages for the FHWA and FTA grants on a monthly basis in accordance with grant agency deadlines, assistance with budget and UPWP modifications, and preparation and presentation of financial reports for the LSMPO Governing Board. Additional non-recurring tasks include: assistance updating the MPO's financial policies and procedures, various other financial assistance and attendance of grantor agency training (as requested). To accomplish these tasks, the Finance Department of Lake County will provide revenue/expense reports from the Munis software as well as payroll expense reports. LSMPO staff will provide time tracking summary sheets and applicable supporting documentation. Supporting documentation will include time tracking sheets by employee signed by both the employee and executive director that indicate the activity, task and charged funding source for all time incurred. All of the above items will be provided by no later than the 20th of each month. Additional assistance that may be needed and may be included in this response with a separate indicated fee includes preparation of annual financial statements and SEFA, completion of the data collection form and any other tasks that the contractor believes would be beneficial to the efficient operations of the organization.



Approach to this Engagement

Our responsibility will be to prepare the agreed upon reimbursement package and financial report to the Board based upon information provided to us by LSMPO and the County Finance Department of Lake County. It is our understanding that review for allowability under the grant and appropriateness of supporting documentation will occur prior to MPS involvement for all expenditures. Any time we incur to determine allowability for additional items charged to the grant can be billed separately under the Other Financial Tasks portion in this Draft Scope of Work. It also is our understanding that LSMPO has obtained agency approval in writing regarding the allocation of administrative services allowed under the grants.

Our time estimates are based on receiving accurate and complete data as outlined in the Draft Scope of Services. If the items are received late or significant additional time is incurred to correct or redo tasks, then the additional time will be billed.

We look forward to the opportunity to work collaboratively with the Lake Sumter Metropolitan Planning Organization.



**Attachment B
CONSULTANT PRICING**

Throughout the term of this Agreement, Consultant agrees to bill MPO at the following rates:

Donna Collins	\$115/hour
June Lorah	\$115 / hour
Staff (as may be assigned)	\$60/ hour

**Lake Sumter Metropolitan Planning Organization
Financial Analysis and Grant Compliance Service**

	<u>Hours per Month</u>	<u>Total Hours</u>	<u>Total Amount</u>
<u>Recurring tasks</u>			
Prepare grant reimbursement packages for FHWA and FTA grants monthly	15	180	
Prepare payroll allocations based on certified time tracking reports (time estimate combined with above)			
Assistance with budget UPWP modifications	5	60	
Prepare financial reports for the MPO Governing Board and present in person as requested (6 meetings annually)	8	50	
		<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>	
		290	33,350
<u>Non-recurring tasks</u>			
Update accounting policies and procedures		75	8,625
Various administrative assistance/attend grantor agency training (as requested)		50	5,750
			<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
			<u>\$ 47,725</u>
<u>Additional tasks</u>			
Prepare annual financial statements and SEFA		24	\$ 2,760
Complete Data Collection Form		2	\$ 230
Review expenses for allowability	8	96	\$ 11,040

Note that this represents a time estimate for the services outlined above. If actual time is anticipated to be greater than this, MPS will discuss that issue with the Executive Director prior to proceeding with additional work. Wherever possible, staff will be utilized to keep costs lower. Only actual time incurred will be billed.



Financial Report

Lake-Sumter Metropolitan Planning Organization

For the period ended April 30, 2020

Background

The Lake-Sumter Metropolitan Planning Organization (MPO) has been designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Lake-Sumter Urban area. Organized in accordance with Title 23 CFR Section 450.308(c) and Florida Statute 339.175(9), the MPO prepares an annual Unified Planning Work Program (UPWP). This document identifies the planning priorities and activities to be carried out for the fiscal year and the revenue sources and anticipated expenditures related to each approved task of the work program. Annually the MPO Board adopts a budget that summarizes the revenues and expenditures identified in the UPWP.

The MPO has entered into an agreement with the Lake County Board of County Commissioners for certain support services. Under this agreement, Lake County (the County) serves as the custodian of the MPO's funds and advances the MPO operating cash through their pooled cash account until reimbursement of grant funds is received by the MPO. The County accounts for the transactions of the MPO in a separate fund within their general ledger and prepares various general ledger reports to assist the MPO with its cash management responsibilities. Financial data to prepare this report was obtained from the Finance Department of Lake County and accruals for anticipated revenue and expenditure items were identified with their assistance. The financial information contained herein was prepared as of April 30, 2020.

Financial Summary

The Financial information contained in this report is as of April 30, 2020 (83.3% of year elapsed). A summary of revenues and expenditures for each of the major funding sources is shown below:

<i>REVENUES</i>	2020 Revised Budget*	As of 4-30-20 YTD Actuals+	Budget Variance	% Received
<u>115 LAKE SUMTER MPO - PL112</u>				
Highway Planning & Construction-PL	\$ 675,317	\$ 542,195	\$ 133,122	80.29%
East Ave/Grand Hwy	39,185	39,180	5	99.99%
Fed Transit Metro - 5305 FY 17/18	40,488	39,949	539	98.67%
Fed Transit Metro - 5305 FY 19/20	125,525	50,722	74,803	40.41%
US 301 (SR 35)	141,344	95,152	46,192	67.32%
CTD Planning Grants	48,252	20,940	27,312	43.40%
Contributions - Mt. Dora Wekiva Study	199,972	56,641	143,331	28.32%
Total Revenues 115	1,270,083	844,780	425,303	66.51%
<u>117 LAKE SUMTER MPO - TRANSPORTATION MGMT</u>				
Transp Concurrency Fees and Interest	-	-	-	0.00%
Beginning Fund Balance	56,895	56,895	0	100.00%
Total Revenues 117	56,895	56,895	0	
TOTAL REVENUES	\$ 1,326,978	\$ 901,675	\$ 425,303	
<u>EXPENDITURES</u>				
<u>115 LAKE SUMTER MPO - PL112</u>				
Total Personal Services	\$ 321,900	\$ 218,610	\$ 103,290	67.91%
Total Operating	884,183	595,127	289,056	67.31%
Grants and Aids	5,000	5,000	-	100.00%
Administration Costs	29,000	24,167	4,833	83.33%
Reserve for Operations	30,000	-	30,000	0.00%
Total Expenditures 115	1,270,083	844,780	425,303	66.51%
<u>117 LAKE SUMTER MPO - TRANSPORTATION MGMT</u>				
Total Personal Services	3,329	3,328	1	99.97%
Total Operating	53,566	17,570	35,996	32.80%
Total Expenditures 117	56,895	20,898	35,997	36.73%
TOTAL EXPENDITURES	\$ 1,326,978	\$ 865,678	\$ 461,300	
* Reflects carryforward amounts for grants from 2019				
+ BFB included				
	BFB and Revenues	901,675		
	Expenditures	865,678		
	EFB	\$ 35,997		

Invoice Submittal Status

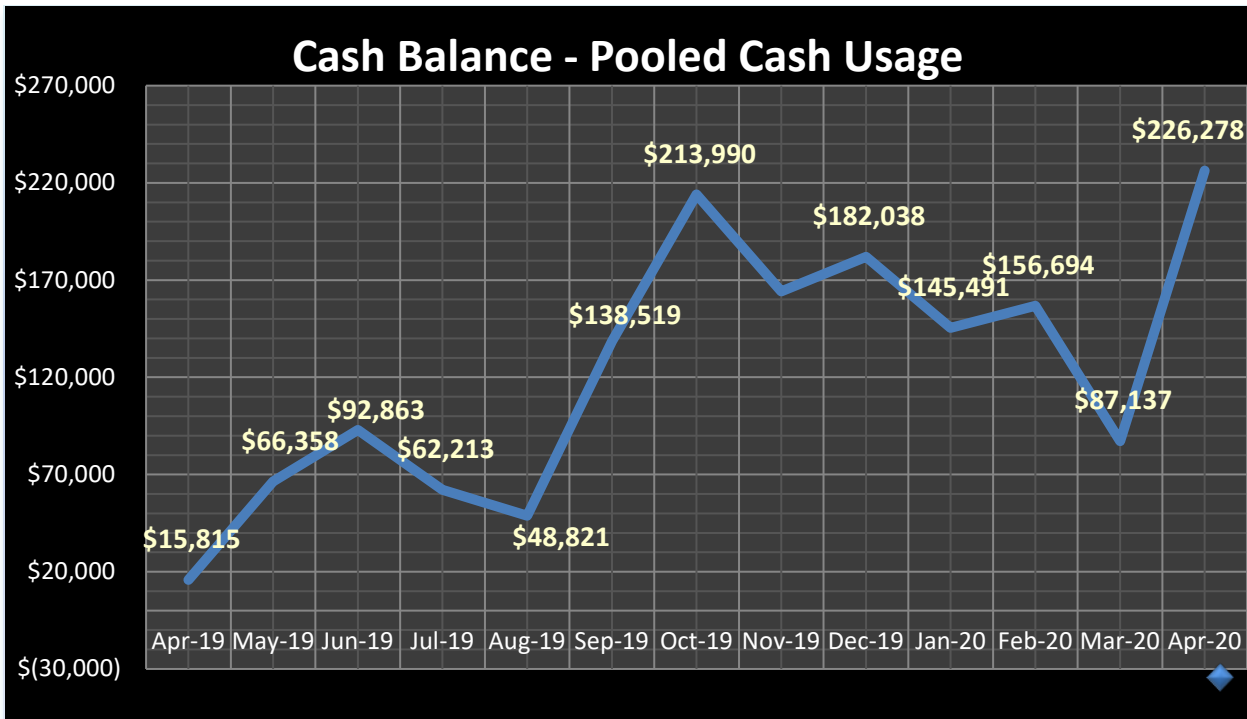
PL-112 FHWA Planning Grant- April invoices have been prepared and were submitted June 8th. These include a reimbursement request of \$88,628.48 related to the Fiscal 18/19 grant (including \$38,476.35 in SL related expenditures) and \$42,281.48 for the Fiscal 19/20 grant. February invoices totaling \$50,849.58 were received and included in the cash balance below as of April 30, 2020. March invoices totaling \$29,630.96 have also been received as of the date this report was prepared. This cash was paid to the MPO at the end of May.

FTA Section 5305(d) Planning Grant – This grant is now billed quarterly. The first quarter reimbursement request of \$22,522.58 was submitted and payment was received January 2nd. Second quarter invoices totaling \$27,590.46 were submitted February 12, 2020 and payment is included in the April 30 cash balance below. Invoices for third quarter of \$25,807.57 were submitted May 18th. Payment was received June 5th.

CTD Planning Grants – The first and second quarter Lake County CTD Planning grants have been submitted and payment has been received. The Sumter County CTD Planning grant first quarter invoice has been submitted and payment has been received. The second quarter invoice has not been submitted yet.

Cash Management

The MPO is allowed to utilize Lake County's pooled cash account (up to \$500,000) to cover expenditures until grant reimbursements are received. The graph below reflects the MPO's utilization of County pooled cash for the past twelve month period.



The MPO cash balance fluctuates due to the timing of invoice submittal, the timing of the receipt of cash for the amounts invoiced as well as the continual incurrence of operating expenditures regardless of an influx of cash from invoice reimbursement.

The cash balance as of April 30, 2020 (\$226,278) reflects outstanding March (\$29,630.96) and April (\$130,909.96) PL-112 invoices totaling 160,540.86 as well as FTA 5305(d) invoices of \$25,807.57. The remaining balance primarily relates to the Wekiva Trail Alternative Corridor Study (\$56,641.04).

Cash as of June 16, 2020, the date this report was prepared, was \$315,656. This increase in cash utilization since April 30, 2020 reflects receipt of the PL-112 FHWA Planning Grant March invoices noted above (\$29,630.96) as well as receipt of the FTA Section 5305(d) Planning Grant third quarter invoices (\$25,807.57). These decreases in cash utilization are offset by May and June expenditures of approximately \$144,000 that have not yet been invoiced. Work to prepare May invoices is anticipated to begin the week of June 22nd. Receipt of the Wekiva Trail funds (\$56,641.04) is also anticipated within the next week.

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2020 - 5

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) ENDORSING THE UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2020/21 THROUGH FISCAL YEAR 2021/22.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) has been designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Lake-Sumter Urban area; and

WHEREAS, Title 23 CFR Section 450.308(c) and Section 339.175(9), Florida Statutes require each Metropolitan Planning Organization to annually submit a Unified Planning Work Program; and

WHEREAS, a Unified Planning Work Program is defined as a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area during the program years, and includes a planning budget; and

WHEREAS, the Lake~Sumter Metropolitan Planning Organization's FY 2020/21 through FY 2021/22 Unified Planning Work Program has been prepared in accordance with the Florida Department of Transportation Unified Planning Work Program Procedure and complies with applicable state and federal law.

NOW, THEREFORE BE IT RESOLVED that the Lake~Sumter Metropolitan Planning Organization hereby adopts the Unified Planning Work Program for FY 2020/21 through FY 2021/22.

DULY PASSED AND ADOPTED this _____ day of _____, 2020.

Lake~Sumter Metropolitan Planning Organization

Leslie Campione, Chair

Approved as to Form and Legality:

Diana Johnson, MPO Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

525-010-05c
POLICY PLANNING
02/18

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 Lake-Sumter 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 February 24, 2020.

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

[Signature]
Name: _____
Title: District Secretary (or designee)
[Signature]
Name: _____
Title: MPO Chairman (or designee)

3-13-2020
Date: _____
3/10/2020
Date: _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR


719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

MEMORANDUM

DATE: January 22, 2019

TO: Whom It May Concern

FROM: Loreen Bobo, P.E., Director of Transportation Development, District 5 

COPIES: Michael Shannon, P.E., D5 Department Heads

SUBJECT: **Delegation of Signature Authority for Loreen Bobo**

In my absence from my office at the District Office located at 719 South Woodland Boulevard, DeLand, Florida, I hereby appoint Alan E. Hyman, Director of Transportation Operations, Mario Bizzio, District Design Engineer, Brian Stanger, District Modal Development Administrator, Jack Adkins, District Right of Way Manager, Katherine Alexander, District Program Management Administrator, and Alison Stettner, District Planning and Environmental Management Administrator as my designees to act in my stead and to sign documents on my behalf as the District Director of Transportation Development of the Department's District Five.

This authority is effective immediately and will stay in effect until modified or rescinded by me. Any previous delegations are hereby rescinded and replaced by this document.

LB:n



Lake-Sumter MPO

Joint Certification – 1/1/2019 – 12/31/2019

February 24, 2020

Part 1 – FDOT District

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Purpose

Each year, the District and the Metropolitan Planning Organization (MPO) must jointly certify the metropolitan transportation planning process as described in [23 C.F.R. §450.336](#). The joint certification begins in January. This allows time to incorporate recommended changes into the Draft Unified Planning Work Program (UPWP). The District and the MPO create a joint certification package that includes a summary of noteworthy achievements by the MPO and, if applicable, a list of any recommendations and/or corrective actions.

The Certification Package and statement must be submitted to Central Office, Office of Policy Planning (OPP) no later than June 1.

Certification Process

Please read and answer each question within this document.

Since all of Florida's MPOs adopt a new Transportation Improvement Program (TIP) annually, many of the questions related to the TIP adoption process have been removed from this certification, as these questions have been addressed during review of the draft TIP and after adoption of the final TIP.

As with the TIP, many of the questions related to the Unified Planning Work Program (UPWP) and Long-Range Transportation Plan (LRTP) have been removed from this certification document, as these questions are included in the process of reviewing and adopting the UPWP and LRTP.

Note: This certification has been designed as an entirely electronic document and includes interactive form fields. Part 1 Section 9: Attachments allows you to embed any attachments to the certification, including the MPO [Joint Certification Statements and Assurances](#) document that must accompany the completed certification report. Once all the appropriate parties sign the Statements and Assurances, scan it and attach it to the completed certification in Part 1 Section 9: Attachments.

Please note that the District shall report the identification of and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.

The final Certification Package should include Part 1, Part 2, and any required attachments and be transmitted to Central Office no later than June 1 of each year.

Risk Assessment Process

Part 1 Section 1: Risk Assessment evaluates the requirements described in [2 CFR §200.331 \(b\)-\(e\)](#), also expressed below. It is important to note that FDOT is the recipient and the MPOs are the subrecipient, meaning that FDOT, as the recipient of Federal-aid funds for the State, is responsible for ensuring that Federal-aid funds are expended in accordance with applicable laws and regulations.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;*
- (2) The results of previous audits including whether the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;*
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and*
- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).*

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.*
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.*

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

After coordination with the Office of Policy Planning, any of the considerations in 2 CFR §200.331 (b) may result in an MPO being assigned the High-risk level.

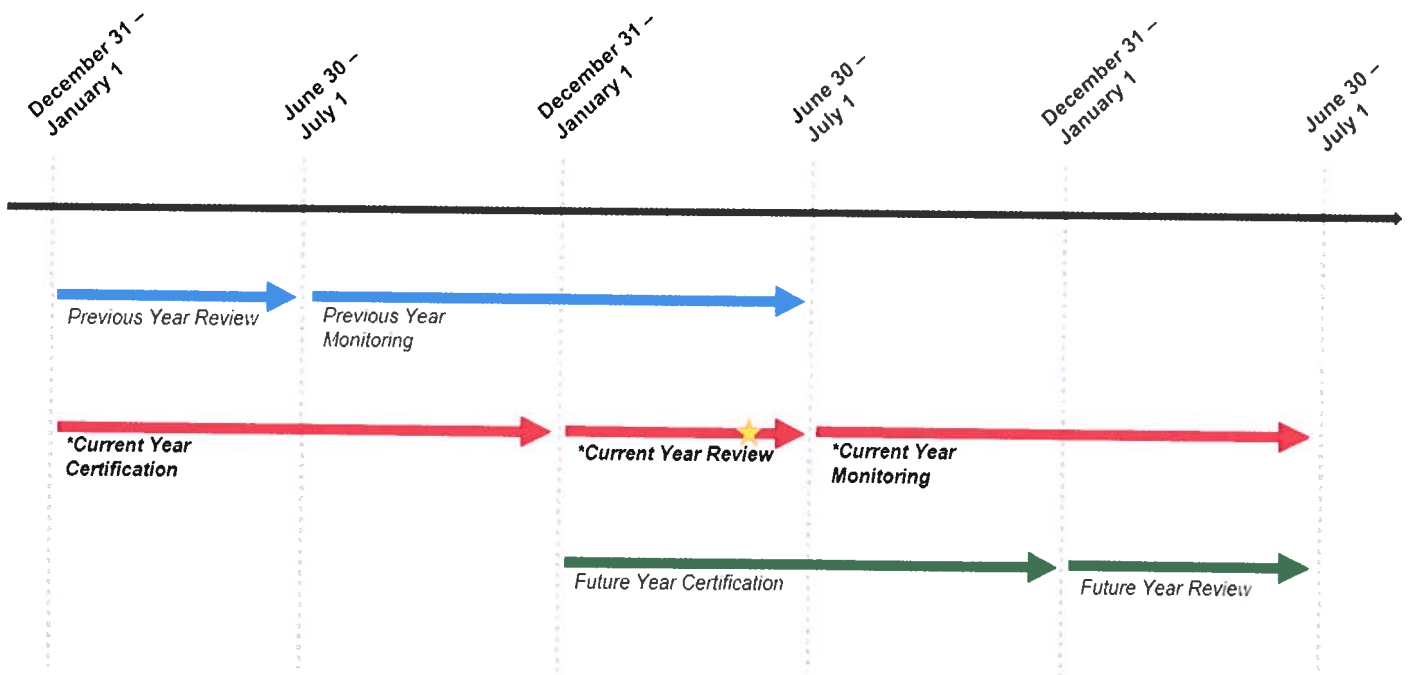
The questions in Part 1 Section 1: Risk Assessment are quantified and scored to assign a level of risk for each MPO, which will be updated annually during the joint certification process. The results of the Risk Assessment determine the minimum frequency by which the MPO's supporting documentation for their invoices is reviewed by FDOT MPO Liaisons for the upcoming year. The frequency of review is based on the level of risk in **Table 1**.

Table 1. Risk Assessment Scoring

Score	Risk Level	Frequency of Monitoring
> 85 percent	Low	Annual
68 to < 84 percent	Moderate	Bi-annual
52 to < 68 percent	Elevated	Tri-annual
< 52 percent	High	Quarterly

The Risk Assessment that is part of this joint certification has two main components – the Certification phase and the Monitoring phase – and involves regular reviewing, checking, and surveillance. The first step is to complete this Risk Assessment during the joint certification for the current year (*The red line in Figure 1*). The current year runs for a 12-month period from January 1 to December 31 of the same year (**Example: January 1, 2018 through December 31, 2018**). There is a 6-month period when the joint certification for the current year is reviewed before the Risk Assessment enters the Monitoring phase. The joint certification review runs from January 1 to June 30 (**Example: January 1, 2019 through June 30, 2019**). After the review has been completed, the Risk Assessment enters the Monitoring phase, where the MPO is monitored for a 12-month period (**Example: July 1, 2019 to June 30, 2020**). The entire Risk Assessment runs for a total of 30-months. However, there will always be an overlapping of previous year, current year, and future year Risk Assessments. **Figure 1** shows the timeline of Risk Assessment phases and how Risk Assessments can overlap from year to year.

Figure 1. Risk Assessment: Certification Year vs. Monitoring



★ June 1st - Joint Certifications are due to FDOT

Part 1

Part 1 of the Joint Certification is to be completed by the FDOT MPO Liaison.

Part 1 Section 1: Risk Assessment

MPO Invoice Submittal

List all invoices and the dates that the invoices were submitted for reimbursement during the certification period in **Table 2** below.

Table 2. MPO Invoice Submittal Summary

Invoice #	Invoice Period	Date the Invoice was Forwarded to FDOT for Payment	Was the Invoice Submitted More than 90 days After the End of the Invoice Period? (Yes or No)
G0W41-7	7/1/2018 – 1/31/2019	3/8/2019	No
G0W41-8	7/1/2018 – 2/28/2019	4/24/2019	No
G0W41-9	7/1/2018 – 3/31/2019	5/1/2019	No
G0W41-10	7/1/2018 – 4/30/2019	6/4/2019	No
G0W41-11	7/1/2018 – 5/31/2019	7/3/2019	No
G0W41-12	3/30/2019 – 6/30/2019	8/5/2019	No
G0W41-13	7/1/2019 – 7/31/2019	9/23/2019	No
G0W41-14	7/21/2019 – 8/31/2019	10/22/2019	No

G0W41-15	7/1/2019 – 7/31/2019	10/22/2019	No
G0W41-16	7/1/2019 – 9/30/2019	11/15/2019	No
G0W41-17	7/2/2019 – 9/30/2019	11/15/2019	No
G0W41-18	9/29/2019 – 10/31/2019	12/2/2019	No
G0W41-19	7/2/2019 – 9/30/2019	12/2/2019	No
MPO Invoice Submittal Total			
Total Number of Invoices that were Submitted on Time			13
Total Number of Invoices Submitted			13

MPO Invoice Review Checklist

List all MPO Invoice Review Checklists that were completed in the certification period in **Table 3** and attach the checklists to this risk assessment. Identify the total number of materially significant finding questions that were correct on each MPO Invoice Review Checklist (i.e. checked yes). The MPO Invoice Review Checklist identifies questions that are considered materially significant with a red asterisk. Examples of materially significant findings include:

- Submitting unallowable, unreasonable or unnecessary expenses or corrections that affect the total amounts for paying out.
- Exceeding allocation or task budget.
- Submitting an invoice that is not reflected in the UPWP.
- Submitting an invoice that is out of the project scope.

- Submitting an invoice that is outside of the agreement period.
- Documenting budget status incorrectly.

Corrections or findings that are not considered materially significant do not warrant elevation of MPO risk. Examples of corrections or findings that are not considered materially significant include:

- Typos.
- Incorrect budgeted amount because an amendment was not recorded.
- Incorrect invoice number.

Table 3. MPO Invoice Review Checklist Summary

MPO Invoice Review Checklist	Number of Correct Materially Significant Finding Questions
<i>Invoice G0W41-7 Review Date: 3/11/19</i>	7
<i>Invoice G0W41-8 Review Date: 4/5/19</i>	7
<i>Invoice G0W41-9 Review Date: 5/2/19</i>	7
<i>Invoice G0W41-10 Review Date: 6/5/19</i>	7
<i>Invoice G0W41-11 Review Date: 7/3/19</i>	7
<i>Invoice G0W41-12 Review Date: 8/8/19</i>	7
<i>Invoice G0W41-13 Review Date: 9/23/19</i>	7
<i>Invoice G0W41-14 Review Date: 10/24/19</i>	7
<i>Invoice G0W41-15 Review Date: 10/24/19</i>	7
<i>Invoice G0W41-16 Review Date: 11/15/19</i>	7
<i>Invoice G0W41-17 Review Date: 11/18/19</i>	7
<i>Invoice G0W41-18 Review Date: 12/2/19</i>	7

Invoice G0W41-19 Review Date: 12/2/19	7
MPO Invoice Review Checklist Total	
Total Number of Materially Significant Finding Questions that were Correct	91

*Note: There are 7 materially significant questions per MPO Invoice Review Checklist.

MPO Supporting Documentation Review Checklist

List all MPO Supporting Documentation Review Checklists that were completed in the certification period in **Table 4** and attach the checklists and supporting documentation to this risk assessment. Identify the total number of materially significant finding questions that were correct on each MPO Supporting Documentation Review Checklist (i.e. checked yes). The MPO Supporting Documentation Review Checklist identifies questions that are considered materially significant with a red asterisk. Examples of materially significant findings include:

- Submitting an invoice with charges that are not on the Itemized Expenditure Detail Report.
- Submitting an invoice with an expense that is not allowable.
- Failing to submit supporting documentation, such as documentation that shows the invoice was paid.
- Submitting travel charges that do not comply with the MPO's travel policy.

Table 4. MPO Supporting Documentation Review Checklist Summary

MPO Supporting Documentation Review Checklist	Number of Correct Materially Significant Finding Questions
Invoice #: G0W41-12 Review Date: 1/15/2020	23

MPO Supporting Documentation Review Checklist Total	
Total Number of Materially Significant Finding Questions that were Correct	23

**Note: There are 24 materially significant questions per MPO Supporting Documentation Review Checklist.*

Technical Memorandum 19-02: Car Allowance or Mileage Reimbursements

Was car allowance or mileage recorded appropriately based on the number of business-related miles an employee drives and the cost associated with operating a personal vehicle?

Please Check: Yes No

Technical Memorandum 19-04: Incurred Cost and Invoicing Practices

Were incurred costs billed appropriately at the end of the contract period?

Please Check: Yes No

Technical Memorandum 19-05Rev: Director’s Timesheets and Expenses

Were the Director’s timesheets and expenses reviewed at least quarterly by the MPO Board, Executive Committee, Board Chair, or Board Treasurer?

Please Check: Yes No

Risk Assessment Score

Please use the Risk Assessment worksheet to calculate the MPO’s risk score. Use **Table 5** as a guide for the selecting the MPO’s risk level.

Table 5. Risk Assessment Scoring

Score	Risk Level	Frequency of Monitoring
> 85 percent	Low	Annual
68 to < 84 percent	Moderate	Bi-annual

52 to < 68 percent	Elevated	Tri-annual
< 52 percent	High	Quarterly

Risk Assessment Percentage: 100%

Level of Risk: LOW

Part 1 Section 2: Long-Range Transportation Plan (LRTP)

1. Did the MPO adopt a new LRTP in the year that this certification is addressing?

Please Check: Yes No

If yes, please ensure any correspondence or comments related to the draft or final LRTP and the LRTP checklist used by Central Office and the District are in the [MPO Document Portal](#) or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

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Part 1 Section 3: Transportation Improvement Program (TIP)

1. Did the MPO update their TIP in the year that this certification is addressing?

Please Check: Yes No

If yes, please ensure any correspondence or comments related to the draft or final TIP and the TIP checklist used by Central Office and the District are in the [MPO Document Portal](#) or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

- | | |
|--|---|
| <ul style="list-style-type: none">• FDOT Draft Checklist Review:• FHWA Comments to Draft TIP: | Uploaded to MPO Portal on 7/5/19
Attached to Final TIP |
|--|---|

Part 1 Section 4: Unified Planning Work Program (UPWP)

1. Did the MPO adopt a new UPWP in the year that this certification is addressing?

Please Check: Yes No

If yes, please ensure any correspondence or comments related to the draft or final UPWP and the UPWP checklist used by Central Office and the District are in the [MPO Document Portal](#) or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

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Part 1 Section 5: Clean Air Act

The requirements of [Sections 174](#) and [176 \(c\) and \(d\)](#) of the Clean Air Act.

The Clean Air Act requirements affecting transportation only applies to areas designated nonattainment and maintenance for the National Ambient Air Quality Standards (NAAQS). Florida currently is attaining all NAAQS. No certification questions are required at this time. In the event the Environmental Protection Agency issues revised NAAQS, this section may require revision.

Title(s) of Attachment(s)

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Part 1 Section 6: Technical Memorandum 19-03: Documentation of FHWA PL and Non-PL Funding

Did the MPO program all FHWA Planning Funds (PL and non-PL) into the TIP?

Please Check: Yes No

Part 1 Section 7: District Questions

The District may ask up to five questions at their own discretion based on experience interacting with the MPO that were not included in the sections above. Please fill in the question, and the response in the blanks below. This section is optional and may cover any topic area of which the District would like more information.

1. How does the MPO educate their new board and committee members on their roles and responsibilities?

PLEASE EXPLAIN

2. Question

PLEASE EXPLAIN

3. Question

PLEASE EXPLAIN

4. Question

PLEASE EXPLAIN

5. Question

PLEASE EXPLAIN

Part 1 Section 8: Recommendations and Corrective Actions

Please note that the District shall report the identification of and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.

Status of Recommendations and/or Corrective Actions from Prior Certifications

- Recommendation was made in the 2019 Joint Certification for the LSMPO to develop a Congestion Management Process (CMP) and to add this language into their TIP and LRTP. LSMPO adopted their CMP at their December 2019 Board Meeting.

Recommendations

A recommendation was made in the previous certification to update the MPO's website. LSMPO has updated their website, however, there are still missing documents that are required to be visible per the MPO's own Public Participation Plan. Any amendments that are made to the LRTP and TIP, once the amendments are "final", those documents are to be uploaded to the MPO's website. The MPO's UPWP is the only document that has all amendments and/or modifications posted to their website.

It is recommended that the Lake-Sumter MPO follow their own Public Participation Plan and update their website with any and all amendments. This will also put them in compliance with State and Federal Regulations by making public information available to the maximum extent practicable.

Corrective Actions

PLEASE EXPLAIN

Part 1 Section 9: Attachments

Please attach any documents required from the sections above or other certification related documents here or through the [MPO Document Portal](#). Link to [MPO Joint Certification Statements and Assurances \(year 1\)](#) or [MPO Joint Certification Statement \(year 2\)](#).

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

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Florida Department of Transportation Metropolitan Planning Program
 Annual Joint Certification
 Risk Assessment Calculation Sheet



The Risk Assessment evaluates the requirements described in 2 CFR §200.331 (b)-(e). As the recipient of Federal-aid funds for the State, FDOT is responsible for ensuring that Federal-aid funds are expended in accordance with applicable laws and regulations. This worksheet accompanies the Risk Assessment and calculates the MPO's risk score. The risk score determines the minimum frequency by which the MPO's supporting documentation for their invoices is reviewed by the FDOT MPO Liaisons for the upcoming year. Use the directions below to complete this worksheet and calculate the MPO's risk score. Enter information into GREEN cells only. Print and attach this worksheet to the Risk Assessment.

Table 1. Risk Assessment Score							
Question	Question Description	Example	Directions	Number Correct	Subtotal	Weight Percentage	Total Score
MPO Invoice Submittal	Was invoice submitted within 90 days from the end of the invoice period?	All invoices were submitted within 90 days from the end of the invoice period.	Number Correct Column: Enter the number of invoices that were submitted on time. Subtotal Column: Enter the total number of invoices that were submitted.	13	13	30%	30%
MPO Invoice Review Checklist	How many materially significant findings questions are correct?	There were 21 opportunities for materially significant findings. 18 of the materially significant finding questions were answered correctly.	Number Correct Column: Enter the number of correct materially significant questions. Subtotal Column: Enter the total number of materially significant questions.	91	91	25%	25%
MPO Supporting Documentation Review Checklist	How many materially significant findings questions are correct?	There were 72 opportunities for materially significant findings. 70 of the materially significant finding questions were answered correctly.	Number Correct Column: Enter the number of correct materially significant questions. Subtotal Column: Enter the total number of materially significant questions.	23	23	30%	30%
Technical Memorandum 19-02: Car Allowance or Mileage Reimbursements	Was car allowance or mileage recorded appropriately based on the number of business-related miles an employee drives and the cost associated with operating a personal vehicle?	Car allowances or mileage was recorded appropriately.	Number Correct Column: Enter a 1 if car allowance or mileage was recorded appropriately. Enter a 0 if car allowance or mileage was not recorded appropriately.	1	1	5%	5%
Technical Memorandum 19-04: Incurred Cost and Invoicing Practices	Were incurred costs billed appropriately at the end of the contract period?	The MPO billed incurred costs appropriately at the end of the invoice period.	Number Correct Column: Enter a 1 if incurred costs were billed appropriately at the end of the contract period, or if this question is not applicable. Enter a 0 if incurred costs were not billed appropriately at the end of the contract period.	1	1	5%	5%
Technical Memorandum 19-05 Rev: Director's Timesheets and Expenses	Were the Directors' timesheets and expenses reviewed at least quarterly by the MPO Board, Executive Committee, Board Chair, or Board Treasurer?	The Director's timesheets and expenses were reviewed at least quarterly by someone other than the Director's subordinate.	Number Correct Column: Enter a 1 if the Director's timesheets and expenses were reviewed at least quarterly by someone other than the Director's subordinate.	1	1	5%	5%
Risk Assessment Score						100%	



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **03/11/2019**

Review #: **1**

Invoice No.: **GOW41-7**

Invoice Period: **07/01/2018-
01/31/2019**

Reviewed By: **J Graeff/J
Kersey**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

Click to enter details

General Findings

Click to enter details



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **04/05/2019**

Review #: **1**

Invoice No.: **GOW41-8**

Invoice Period: **07/01/2018-
01/31/2019**

Reviewed By: **J Graeff/J
Kersey**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

Click to enter details

General Findings

Click to enter details



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **05/02/2019**

Review #: **1**

Invoice No.: **9**

Invoice Period: **07/01/2018-
03/31/2019**

Reviewed By: **Graeff/J
Kersey**

Invoice Package

- Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No
- Is the **Invoice Summary** signed by an authorized MPO official? Yes No
- Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

- Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No
- Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No
- Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No
- Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No
- Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

- Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No
- Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

- Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No
- Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

Click to enter details

General Findings

Click to enter details



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **06/05/2019**

Review #: **1**

Invoice No.: **10**

Invoice Period: **07/01/2019-
04/30/2019**

Reviewed By: **Graeff/J
Kersey**

Invoice Package

- Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No
- Is the **Invoice Summary** signed by an authorized MPO official? Yes No
- Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

- Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No
- Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No
- Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No
- Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No
- Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

- Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No
- Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

- Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No
- Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

Click to enter details

General Findings

Click to enter details



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **07/03/2019**

Review #: **1**

Invoice No.: **11**

Invoice Period: **07/01/2018-
05/31/2019**

Reviewed By: **Jamie
Kersey/Mary
Schoelzel**

Invoice Package

- Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No
- Is the **Invoice Summary** signed by an authorized MPO official? Yes No
- Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

- Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No
- Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No
- Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No
- Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No
- Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

- Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No
- Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

- Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

None

General Findings

None



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **08/08/2019**

Review #: **1**

Invoice No.: **12**

03/30/2019-
Invoice Period: **06/30/2019**

Reviewed By: **Jamie Kersey/Joel Graeff**

Invoice Package

- Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No
- Is the **Invoice Summary** signed by an authorized MPO official? Yes No
- Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

- Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No
- Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No
- Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No
- Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No
- Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

- Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No
- Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

- Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

None

General Findings

None



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **09/23/2019**

Review #: **2**

Invoice No.: **13**

07/01/2019-
Invoice Period: **07/31/2019**

Reviewed By: **Jamie
Kersey/Joel
Graeff**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

TPO was reminded to number their FY19/20 invoices sequentially starting with GOW41-13.

General Findings

Initially the invoice period was listed at June 30,2019 to July 31, 2019. The TPO was asked to re-label to July1, 2019 to July 31, 2019.



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **10/24/2019**

Review #: **1**

Invoice No.: **14**

07/21/2019-
Invoice Period: **08/31/2019**

Reviewed By: **Jamie
Kersey/Joel
Graeff**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

General Findings



MPO FHWA Funds Invoice Review Checklist

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Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **10/24/2019**

Review #: **1**

Invoice No.: **15**

Invoice Period: **07/01/2019-
07/31/2019**

Reviewed By: **Jamie
Kersey/Joel
Graeff**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

None

General Findings

None



MPO FHWA Funds Invoice Review Checklist

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Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **11/15/2019**

Review #: **1**

Invoice No.: **16**

07/1/2019-
Invoice Period: **09/30/2019**

Jamie
Reviewed By: **Kersey/Joel Graeff**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

General Findings



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **11/18/2019**

Review #: **1**

Invoice No.: **17**

07/2/2019-
Invoice Period: **09/30/2019**

Reviewed By: **Jamie Kersey**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

General Findings



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO: **Lake~Sumter MPO**

Contract: **GOW41**

Date of Review: **12/2/2019**

Review #: **1**

Invoice No.: **18**

09/29/2019-
Invoice Period: **10/31/2019**

Reviewed By: **Jamie Kersey**

Invoice Package

Did invoice package include: **Invoice Summary, Itemized Expenditure Detail Report** for each billed task, and a **Progress Report**? Yes No

Is the **Invoice Summary** signed by an authorized MPO official? Yes No

Is the invoice able to be processed for reimbursement as initially submitted? Yes No

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) **Current Amount Due** column match the **Itemized Expenditure Detail Report, Current Amount Due**? Yes No

Are the amounts shown in the **Total FHWA Previous Payments** column accurate? Yes No

Do the amounts shown in **Total FHWA Budgeted Amount** column match the current UPWP? Yes No

Is the **Total FHWA Current Amount Due** equal to or less than the **Total FHWA Budget Amount**? Yes No

Is the **Total FHWA Current Amount Due** amount requested equal to or less than the **Current Authorization Amount, by FPN**? Yes No

Itemized Expenditure Detail

Is the correct **FPN, Invoice Number, UPWP Revision, and Invoice Period** shown on all **Itemized Expenditure Detail Report** pages? Yes No

Are expenses shown on the **Itemized Expenditure Detail Report** reasonable, allowable and necessary? Yes No

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the **Progress Report** align with the tasks charged within the invoice? Yes No

**MPO FHWA Funds
Invoice Review Checklist**

continued...

Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

General Findings



MPO FHWA Funds Invoice Review Checklist

This MPO FHWA Funds Invoice Review Checklist is to be completed and saved with each FHWA funds invoice.

Please note: below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO:	Lake~Sumter MPO		
Contract:	GOW41	Date of Review:	12/2/2019
			Review #: 1
			07/2/2019-
Invoice No.:	19	Invoice Period:	09/30/2019
			Reviewed By: Jamie Kersey

Invoice Package

Did invoice package include: Invoice Summary, Itemized Expenditure Detail Report for each billed task, and a Progress Report ?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the Invoice Summary signed by an authorized MPO official?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the invoice able to be processed for reimbursement as initially submitted?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Invoice Summary

Do the task amounts shown in the FHWA (PL) and (SU) (and any other funds) Current Amount Due column match the Itemized Expenditure Detail Report, Current Amount Due ?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are the amounts shown in the Total FHWA Previous Payments column accurate?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Do the amounts shown in Total FHWA Budgeted Amount column match the current UPWP?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the Total FHWA Current Amount Due equal to or less than the Total FHWA Budget Amount ?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the Total FHWA Current Amount Due amount requested equal to or less than the Current Authorization Amount, by FPN ?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Itemized Expenditure Detail

Is the correct FPN, Invoice Number, UPWP Revision, and Invoice Period shown on all Itemized Expenditure Detail Report pages?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are expenses shown on the Itemized Expenditure Detail Report reasonable, allowable and necessary?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Please list any unreasonable, unallowable, or unnecessary expenses below.

Click to enter details

Progress Report

Do the activities listed in the Progress Report align with the tasks charged within the invoice?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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Was the Progress Report forwarded to Central Office, to be transmitted to FHWA? Yes No

Submitted Invoice

Was the invoice submitted to District Financial Services with signed Contract Summary Form (350-060-02) Yes No

Was the MPO notified when the invoice was submitted to District Financial Services? Yes No

General Comments and Recommendations

General Findings



MPO FHWA Funds Invoice Supporting Documentation Review Checklist

The MPO's Supporting Documentation Review is to be completed at the frequency required by the MPO's Risk Assessment, as a part of the Annual MPO Joint Certification Process. The checklist should be completed and saved with invoice documentation, uploaded to the SharePoint Site for tracking by Central Office, and forwarded to MPO for their records.

Please note: Below you will be required to identify any comments, recommendations, or findings. Comments and recommendations are at the discretion of the District, but findings must be supported by documentation, and identify corrections that must be made for the MPO to be reimbursed. Findings factor into the MPOs level of risk, determined by the Risk Assessment in the Annual Joint Certification.

MPO:	Lake~Sumter Metropolitan Planning Organization		
Contract:	GOW41	Date of Review:	01/15/2020
			Review #: 1
Invoice No.:	GOW41-12	Invoice Period:	03/30/2019-06/30/2019
		Reviewed By:	Jamie Kersey/Mary Schoelzel

Personnel Service (MPO staff salary & fringe)

Review the payroll register and compare to expenses being reimbursed. Select one staff member and confirm details below.

Were personnel service expenses incurred within the Invoice Period?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Employee's time sheet selected for review?	Doris LeMay/Executive Assistant – For PL Funding	
Does the payroll register fall within the dates match Invoice Period?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1 Do the hours shown on the payroll register match hours match hours requested?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2 Does the employee's timesheet match the expenses being requested for reimbursement?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3 Are amounts shown on payroll register and task charges accurately recorded on Itemized Expenditure Detail Report?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are fringe charges equitably distributed to all grants? PL/FTA	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the timesheet signed by an authorized MPO official?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Comments and Recommendations on Personnel Services Expenses

The MPO is hosted by Lake County, so Lake County's Journal Ledgers (aka County's Personal Services by Employee Ledger) were used for proof of payment.

Findings on Personnel Services Expenses

No Findings

Consultant Services

Select one consultant invoice and confirm details below.

Were consultant service expenses incurred within the **Invoice Period**? Yes No

Consultant invoice selected for review? **Kimley-Horne and Associates Inc./ Invoice #0103507**

④ Are charges shown on invoice accurately recorded on **Itemized Expenditure Detail Report**? Yes No

Are the consultant services invoice dates of service within the **Invoice Period**? Yes No

⑤ Are the task services documented in the progress report? Yes No

⑥ Is there documentation to show that invoice was paid? Yes No

Comments and Recommendations on Consultant Services Expenses

No Comments

Findings on Consultant Services Expenses

No Findings

Travel Reimbursement

If travel reimbursement was requested on this invoice, select one travel reimbursement. Refer to the MPO's travel policies and regulations to answer questions below.

Were travel expenses incurred within the **Invoice Period**? Yes No

Employee's travel reimbursement selected for review? **Mike Woods**

⑦ Are charges shown on the travel form accurately recorded on the task's **Itemized Expenditure Detail Report**? Director has contract in lieu of mileage with MPO Board so no forms are produced. The question is answered yes due to the director having a contract that was approved by Board. Yes No

Has the MPO established its own travel policy? Yes No

Does the travel reimbursement comply with MPO or State travel policies and regulations? Yes No

Are charges recorded on FDOT Contractor Travel Form (300-000-06)? Yes No

Is travel request signed by an MPO authorized official? Yes No

⑧ Are travel charges supported by documentation as required by travel policy? Yes No

Comments and Recommendations on Travel Reimbursement Expenses

MPO Executive Director has a contract with the MPO Board for a monthly \$450 stipend in lieu of mileage. Contract was reviewed as well as showing proof of payment to Director from payroll records. The MPO also showed a car log tracking form used to track mileage. This was also noted in the MPO's procedures.

Findings on Travel Reimbursement Expenses

No Findings

Direct Expenses

Select and review five direct expense line items.

Were direct expenses incurred within the Invoice Period? Yes No

#1 Direct expense selected for review **Telephone Service – Ring Central – Ref #9905829008 & #9932561008**

Was the cost incurred within the Invoice Period? Yes No

Is the expense for purchase of equipment over \$5,000? (indicate prior approval in findings/recommendation below) Yes No

9
10
11

Is the expense allowable? Yes No

Is there documentation to show that invoice was paid? Yes No

Are charges shown on the invoice accurately recorded on the Itemized Expenditure Detail Report? Yes No

#2 Direct expense selected for review **Postage Machine – Pitney Bowes – Invoice #3103175983**

Was the cost incurred within the Invoice Period? Yes No

Is the expense for purchase of equipment over \$5,000? (indicate prior proper approval in findings/recommendation below) Yes No

12
13
14

Is the expense allowable? Yes No

Is there documentation to show that invoice was paid? Yes No

Are charges shown on the invoice accurately recorded on the Itemized Expenditure Detail Report? Yes No

#3 Direct expense selected for review **Copier Lease – Brevard County – Cost Center #95-95-115 handled by Journal Entry.**

Was the cost incurred within the Invoice Period? Yes No

Is the expense for purchase of equipment over \$5,000? (indicate prior approval in findings/recommendation below) Yes No

15
16
17

Is the expense allowable? Yes No

Is there documentation to show that invoice was paid? Yes No

Are charges shown on the invoice accurately recorded on the Itemized Expenditure Detail Report? Yes No

#4 Direct expense selected for review **Staff Services Agreement to Lake County for Administrative help.**

Was the cost incurred within the Invoice Period? Yes No

Is the expense for purchase of equipment over \$5,000? (indicate prior approval in findings/recommendation below) Yes No

18
19
20

Is the expense allowable? Yes No

Is there documentation to show that invoice was paid? Yes No

Are charges shown on the invoice accurately recorded on the Itemized Expenditure Detail Report? Yes No

#5 Direct expense selected for review	Advertisements – Daily Commercial – Order #10087692/10088400	
Was the cost incurred within the Invoice Period?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the expense for purchase of equipment over \$5,000? (indicate prior approval in findings/recommendation below)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Is the expense allowable?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is there documentation to show that invoice was paid?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are charges shown on the invoice accurately recorded on the Itemized Expenditure Detail Report?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

21
22
23

Comments and Recommendations on Direct Expenses

No Comments

Findings on Direct Expenses

No Findings

Indirect Rate

If applicable, review MPO's APPROVED Indirect Rate.

Does the MPO have an FDOT APPROVED indirect rate?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, does the indirect rate that is charged on the invoice agree with the approved indirect cost allocation plan documented in the MPO's UPWP?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Comments and Recommendations on Indirect Rate Charges

NO COMMENTS

Findings on Indirect Rate Charges

NO FINDINGS

General Comments, Recommendations, and Findings

Was the invoice's supporting documentation found to be in good order?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Was there evidence that a quality control process or procedure is in place?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

General Comments and Recommendations

FDOT has conducted our monitoring review in accordance with 2 CFR §200.331. The purpose of this monitor review is to determine the minimum frequency of which the MPO's supporting documentation for their invoices are reviewed by FDOT District Liaisons each year. This review uses a point scale to assign a level of risk for the MPO, which will be updated annually through the Joint Certification process. The results of this monitoring review show a Low risk level for the Lake~Sumter Metropolitan Transportation Planning Organization. The Department has determined that the invoice reviewed is in compliance with the Federal Highway Administration and FDOT's purchasing policies and invoice requirements as well as the MPO's invoice policy and procedures.

General Findings

FDOT finds that the Lake~Sumter MPO has a well-established process for invoicing the Department for their federal funding. During the review, we found that the MPO had sufficient control over their records and accounting processes. We found no noted deficiencies in policies or procedures or proof of backup documentation. Records were well organized and easy to reference. We found The MPO to be in compliance with their Unified Planning Work Program agreement terms with processing invoices.



EXECUTIVE COMMITTEE

AGENDA

August 26, 2019

2 p.m.

LOCATION:

**Lake~Sumter MPO
225 W. Guava Street
Suite 217
Lady Lake, Florida 32159**

Executive Committee Members

**Chair Nick Girone, City of Mount Dora
Chair-Elect Leslie Campione, Lake County
1st Vice-Chair Don Burgess, Sumter County
2nd Vice-Chair Jim Richards, Town of Lady Lake
Immediate Past Chair Tim Sullivan, Lake County
Lake County At-Large Representative Mitchell Mack, Town of Astatula
Sumter County At-Large Representative Bil Spaude, City of Bushnell**

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748

Phone (352) 315-0170 - Fax (352) 315-0993

ITEMIZED AGENDA

OPENING

- A. Call to Order
- B. Proper Noticing
- C. Determination of Quorum

I. AGENDA UPDATE

Proposed revisions to today's Agenda.

II. PUBLIC COMMENTS

III. RECOMMENDATION OF CONSENT AGENDA

- A. April 22, 2019, Executive Committee Meeting Minutes

IV. ACTION ITEM

- A. Executive Director's Quarterly Time Sheet and Mileage Report – New Guidance from FHWA and FDOT require MPO Board oversight on the Executive Director's Quarterly Time Sheet and Mileage Reports.

V. REVIEW OF ITEMS FOR THE OCTOBER 23, 2019 GOVERNING BOARD MEETING

- A. Milestone Financial Report
- B. Amend FY 20 Budget to recognize carry over funds
- C. Lake~Sumter MPO Public Involvement Plan (PIP) Amendment – Open the 45 day Public Review Period - Action Item
- D. Lake~Sumter MPO Continuity of Operations Plan (COOP) – Action Item
- E. Draft Congestion Management Process (CMP) - Policy and Procedure Manual – Action Item
- F. TRANSPORTATION 2040 Amendment – Draft LRTP Compliance Document – Action item
- G. 2045 LRTP Major Update – Process and Schedule Review - Discussion
- H. Lake~Sumter MPO List of Priority Projects (LOPP) call for projects for 2020 – Discussion
- I. Lake~Sumter MPO New Website Preview – Discussion
- J. Wekiva Parkway – Construction Update Presentation

VI. EXECUTIVE COMMITTEE DISCUSSION ITEMS

- A. Executive Committee (EC) Structure, Function and Meeting Schedule
Chair Girone would like to discuss the structure, function, and meeting schedule for the Executive Committee.
- B. Executive Director's Annual Evaluation – The MPO Board is required to perform an annual evaluation for the Executive Director.
- C. Transportation Management System (TMS) Funding and Management - Discussion

VII. EXECUTIVE COMMITTEE MEMBERS REPORTS / COMMENTS

VIII. ADJOURNMENT NEXT MEETING: OCTOBER 21, 2019 @ 2:00 PM at the Lake~Sumter MPO offices.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above-named board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any of the proceedings should contact (352) 315-0170, 48 hours in advance of the meeting.



EXECUTIVE COMMITTEE

AGENDA

October 21, 2019

2 p.m.

LOCATION:

**Lake~Sumter MPO
225 W. Guava Street
Suite 217
Lady Lake, Florida 32159**

Executive Committee Members

**Chair Nick Girone, City of Mount Dora
Chair-Elect Leslie Campione, Lake County
1st Vice-Chair Don Burgess, Sumter County
2nd Vice-Chair Jim Richards, Town of Lady Lake
Immediate Past Chair Tim Sullivan, Lake County
Lake County At-Large Representative Mitchell Mack, Town of Astatula
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ITEMIZED AGENDA

OPENING

- A. Call to Order
- B. Proper Noticing
- C. Determination of Quorum

I. AGENDA UPDATE

Proposed revisions to today's Agenda.

II. PUBLIC COMMENTS

III. RECOMMENDATION OF CONSENT AGENDA

Recommendation for approval is requested for Items A and B, items C through E to be placed on the Governing Board Consent Agenda:

Tab 1

- A. August 26, 2019 Executive Committee Meeting Minutes
- B. Review of Executive Directors time sheets, expensive report, and monthly mileage reports.
- C. Consideration of Acceptance of the Financial Report as Presented By Milestone Professional Services. End of Year Report for FY 2018/19.
- D. Consideration of Acceptance of the recommended changes to the bylaws as presented.
- E. Approval of Interlocal Agreement with the City of Mount Dora for the Wekiva Trail Alignment Study

IV. ACTION ITEMS TO RECOMMEND TO GOVERNING BOARD

Tab 3

Transportation Improvement Program (TIP) Amendment to add \$7.5 million in Right-of-Way in funding to the SR 50 Realignment project in Groveland and to add \$226,064 in Railroad Construction funding to FM# 446772-1, Mansfield Rd. at Crossing #625193E. Railroad and Safety Project. Project sponsor FDOT and to add to add the MPO Roll Forward Report to the Appendix of the Fiscal Year 2019-20 – 2023/24 TIP.

Tab 5

MPOAC/FDOT Consensus Document Approval: This document has been cooperatively developed by the Florida Department of Transportation (FDOT) and Florida's 27 Metropolitan Planning Organizations (MPOs) through the Florida Metropolitan Planning Organization Advisory Council (MPOAC), and, by representation on the MPO boards and committees, the providers of public transportation in the MPO planning areas. The purpose of the document is to outline the minimum roles of FDOT, the MPOs, and the providers of public transportation in the MPO planning areas to ensure consistency to the maximum extent practicable in satisfying the transportation performance management

requirements promulgated by the United States Department of Transportation in Title 23 Parts 450, 490, 625, and 673 of the Code of Federal Regulations (23 CFR).

Tab 6

New MPO Office Space – (1) Approval to initiate termination of current office space lease with the Town of Lady Lake and enter into lease agreement with “NC Leesburg, L.L.C.” for the property located at 1300 Citizen’s Boulevard, Suite 175 (1st Floor) Leesburg, FL 34748. (2) Approval for Chair to sign the lease agreement with NC Leesburg, LLC.

Tab 7

Congestion Management Process - The MPO is proposing to replace the current Transportation Management System (TMS) with the Congestion Management Process (CMP) currently being developed. This will be a major upgrade to the database, methodology and traffic impact review capabilities for our region. The MPO can continue to provide Traffic Impact Analysis review services to any local government requesting these service on a fee for service basis moving forward.
Approval to initiate termination of interlocal agreement for the Transportation Management Services (TMS) with the 14 cities and Lake County. William Roll with Kimley-Horn, Inc. will provide an overview of the Congestion Management Process (CMP).

V. DISCUSSION ITEMS

Tab 8

- A. Milestone Agreement Renewal or RFP process
- B. TRANSPORTATION 2040 LRTP Amendment – Draft LRTP FAST-ACT
- C. 2045 Long Range Transportation Plan (LRTP) Major Update
- D. Lake~Sumter MPO List of Priority Projects (LOPP) Call for projects for 2020
- E. Lake~Sumter MPO New Website Preview
- F. Executive Director Annual Evaluation

VI. PRESENTATIONS

Tab 9

- A. Wekiva Parkway – Construction Update
- B. FDOT - Tentative Five-Year Work Program for Fiscal Years 2020/2021 through 2024/2025
- C. Florida Turnpike Enterprise (FTE) - Tentative Five-Year Work Program for Fiscal Years 2020/2021 through 2024/2025
- D. FDOT 2045 Long Range Transportation Plan Update

VII. WRITTEN REPORTS

- A. Sumter County Public Works Report
- B. Lake County Transit Report
- C. FDOT Roadway Status Report
- D. Florida Turnpike Enterprise (FTE) Report
- E. Central Florida Expressway (CFX) Report

VIII. INFORMATIONAL ITEMS

A. MCORES website: www.FloridaMCORES.com

IX. EXECUTIVE COMMITTEE MEMBERS REPORTS / COMMENTS

X. ADJOURNMENT NEXT MEETING: December 9, 2019 @ 2 p.m. Lake~Sumter MPO

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above named board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any of the proceedings should contact (352) 315-0170, 48 hours in advance of the meeting.



EXECUTIVE COMMITTEE

AGENDA

December 9, 2019

2 p.m.

LOCATION:

**Lake~Sumter MPO
225 W. Guava Street
Suite 217
Lady Lake, Florida 32159**

Executive Committee Members

Chair Vacant

Chair-Elect Leslie Campione, Lake County

1st Vice-Chair Don Burgess, Sumter County

2nd Vice-Chair Jim Richards, Town of Lady Lake

Immediate Past Chair Tim Sullivan, Lake County

Lake County At-Large Representative Mitchell Mack, Town of Astatula

Sumter County At-Large Representative Bil Spaude, City of Bushnell

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ITEMIZED AGENDA

OPENING

- A. Call to Order
- B. Proper Noticing
- C. Determination of Quorum

I. AGENDA UPDATE

Proposed revisions to today's Agenda.

II. PUBLIC COMMENTS

III. RECOMMENDATION OF CONSENT AGENDA

Recommendation for approval is requested for Items A, B, and C. Items D through G to be placed on the Governing Board Consent Agenda:

Tab 1

- A. October 21, 2019 Executive Committee Meeting Minutes
- B. Review of Executive Directors time sheets, expensive report, and monthly mileage reports.
- C. Consideration of 2020 Executive Committee Meeting Schedule
- D. Consideration of Resolution 2019-11 amending the FY 2019/20 Budget in order to account for unanticipated revenues to be received in the total of \$199,972 and unanticipated expenses of the same amount in accordance with the interlocal agreement with the City of Mount Dora for trail alignment study. Amending the Unified Planning Work Program (UPWP) and the Funding Agreement with FDOT.
- E. FDOT/FHWA – Performance Measure Safety Targets (PM1) – Annual Approval
- F. Congestion Management Process (CMP) - Policy and Procedures Manual Approval
- G. Transportation Disadvantaged Coordinating Board (TDCB) appointment of Chantel Buck, Director of New Vision. Ms. Buck is requesting appointment to both the Lake County and Sumter County TDCB.

IV. ACTION ITEMS TO RECOMMEND TO GOVERNING BOARD

Tab 2

Consideration of Financial Report as Presented by Milestone Professional Services

Tab 3

Consideration of Slate for Election of Officers and MPO Appointments Effective January 2020

Tab 4

TRANSPORTATION 2040 Long Range Transportation Plan Amendment – Draft FAST – ACT Compliance

Tab 5

2045 Long Range Transportation Plan (LRTP) Major Update

Tab 6 **Executive Director Employment Contract Renewal**

V. DISCUSSION ITEMS

Tab 7

- A. Lake~Sumter MPO List of Priority Projects (LOPP) Call for projects for 2020

VI. PRESENTATIONS

Tab 8

- A. Florida Department of Transportation – Florida Transportation Plan 2045

VII. WRITTEN REPORTS

- A. Sumter County Public Works Report
- B. Lake County Transit Report
- C. FDOT Roadway Status Report
- D. Florida Turnpike Enterprise (FTE) Report
- E. Central Florida Expressway (CFX) Report

VIII. INFORMATIONAL ITEMS

IX. EXECUTIVE COMMITTEE MEMBERS REPORTS / COMMENTS

X. ADJOURNMENT NEXT MEETING: TBD @ 2 p.m. Lake~Sumter MPO

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
Tallahassee, Florida 32304-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

July 15, 2019

Michael Woods
Executive Director
Lake-Sumter Metropolitan Planning Organization
225 Guava Street, Suite 211
Lady Lake, FL 32159

Dear Mr. Woods:

RE: Lake-Sumter Metropolitan Planning Organization Final Transportation Improvement Program
Fiscal Years 2019/2020 to Fiscal Years 2019/2024

The purpose for this letter is to request the Lake-Sumter Metropolitan Planning Organization (MPO) amend their adopted Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 to Fiscal Year 2023/2024. This amendment is a routine, annual process to reconcile the differences between the MPO's TIP and the Florida Department of Transportation's (FDOT) Adopted Five Year Work Program. The appropriate pages from the FDOT Adopted Five Year Work Program are included indicating the changes.

Please note the Federal Highway Administration and Federal Transit Administration do not recognize the Fiscal Year 2019/2020 to Fiscal Year 2023/2024 TIP effective until October 1, 2019 since the federal fiscal year does not start until October 1, 2019. Please contact me if you have any questions at (386-943-5338).

TIP PAGE #	FM #	AMEND TO ADD, DELETE, OR CHANGE AMOUNT
All		Non-capacity project descriptions (e.g., TSMO, bike/pedestrian, trail, sidewalks, aviation, bridge, etc.) should reference the specific Long Range Transportation Plan (LRTP) Goals and Objectives detailed on Page 12 in the most recent LRTP per F.S. 339.175 (8) (c) (5); 23 CFR 450.326 (i); and, MPO Handbook Chapter 4, Sections 4.1, 4.4 and 4.5 and Chapter 5, Section 5.7.3.
122	429556-1	Add additional Right-of-Way and Construction funding as shown on Page 24 of the Work Program Report for District-wide projects.
140	425458-1	The TIP page indicates the project name as MOA W/ Tavares, however, the Work Program TIP Download data dump lists the project name as MOA W/ Fruitland Park as shown on Page 7 of the Work Program Report.
162	435893-1	Review the TIP data dump previously given to the MPO to develop TIP funding amounts because there are discrepancies between the fiscal year dollar figures indicated on the TIP page and the current Work Program.

163	422570-3	The project limits do not match the Work Program on Page 6.
-----	----------	---

Sincerely,



Jamie Kersey
MPO Liaison

CC: Kellie Smith, FDOT
Anna Taylor, FDOT



TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW CHECKLIST

The following TIP Review Checklist is provided to assist in the review of the TIP. This checklist should be completed and included in the TIP submittal package to OPP. 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 statutes that the document does not conform with.

MPO: **Lake~Sumter MPO**

Fiscal Years included: **2019/20-2023/24**

Review #: **Draft 1**

Date of Review: **6/2019**

Reviewed by: **Joel Graeff**

TIP Format & Content

Does the cover include MPO name, correct fiscal years covered, MPO adoption date? Yes No

[Choose an item.](#) [Click here to enter comments](#)

Does the Table of Contents show the title of each section with correct page number? Yes No

[Choose an item.](#) [Click here to enter comments](#)

Does TIP include an endorsement that it was developed following state and federal requirements and include date of official MPO approval? This would be an MPO resolution or signed signature block on cover. Yes No

Editorial Document is a draft, but P. 4 indicates location of where MPO TIP Adoption Resolution would be located.

Does TIP include a list of definitions, abbreviations, funding and phase codes and acronyms? Yes No

[Choose an item.](#) [Click here to enter comments](#)

TIP Narrative

Does the TIP begin with a statement of purpose (provide a prioritization of projects covering a five-year period that is consistent with LRTP, contains all transportation projects MPA funded with FHWA & FTA funds and regionally significant projects regardless of funding source)? [23 C.F.R. 450.326(a)]; [49 U.S.C. Chapter 53] Yes No

Editorial Page 3

Was the TIP developed by MPO in cooperation with the state and public transit operator, who provided the MPO with estimates of available Federal and State funds for the MPO to develop the financial plan? [s. 339.175(8) F.S.]; [23 C.F.R. 450.326(a)] Yes No

Editorial Page 7

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

continued...

Does the TIP demonstrate that there are sufficient funds (federal, state, local and private) to implement proposed transportation system improvements, identifies any innovative financing techniques through comparison of revenues and costs for each year? It is recommended that the TIP include a table(s) that compares the funding sources and amounts, by year to the total project costs. [23 C.F.R. 450.326(k)]; [23 C.F.R. 450.326(j)]; [s. 339.175(8)(c)(3) F.S].	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>Editorial</i> Page 44		
Does the TIP describe project selection process and state that it is consistent with the federal requirements in 23 C.F.R 450.322(b) and for non-TMA MPOs 23 C.F.R. 450.322(c)?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>Editorial</i> Page 6		
Does the TIP identify the MPO's criteria and process for prioritizing implementation of the transportation plan elements (including multimodal tradeoffs) for inclusion in the TIP and explain any changes in priorities from the previous TIP? The MPO's TIP project priorities must be consistent with the LRTP. [23 C.F.R 450.326(n)(1)]	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>Editorial</i> Page 6		
Does the TIP describe how projects are consistent with MPO's LRTP and to the extent feasible, with port and aviation masterplans, public transit development plans, and approved local government comprehensive plans for those local governments located within the MPO area? [s. 339.175(8)(a) F.S.]	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 6		
Does the TIP cross reference projects with corresponding LRTP projects, when appropriate? [s. 339.175(8)(c)(7) F.S.]	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 6		
Does the TIP include the FDOT Annual List of Obligated Projects of projects or a link? The annual listing is located for download HERE . [23 C.F.R. 450.334]; [s.339.175(8)(h), F.S.]	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 7		
Was the TIP developed with input from the public that is consistent with the MPO's PPP? [23 C.F.R. 450.316]; [23 C.F.R. 450.326(b)]; The document should outline techniques used to reach citizens (flyers, websites, meeting notices, billboards, etc.)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 7		
Does the TIP discuss the MPO's current FDOT annual certification and past FHWA/FTA quadrennial certification? MPO should include anticipated date of next FHWA/FTA quadrennial certification.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<i>Critical</i> There is no discussion in the document.		
Does the TIP discuss of the congestion management process? All MPOs are required to have a congestion management process that provides for the effective management process that provides for the effective management and operation of new and existing facilities using travel demand reduction and operational management strategies. S 339.175(6)(c)(1), F.S.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 8		
Does the TIP discuss Transportation Disadvantaged (TD) services developed and a description of costs and revenues from TD services, as well as a list of improvements funded with TD funds? [s.427.015(1) F.S. AND 41-2.009(2) F.A.C.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Choose an item. Page 7		
Does the TIP discuss how, once implemented, will make progress toward achieving the performance targets for: ✓ Safety performance measures	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

continued...

- ✓ System performance measures
- ✓ Bridge performance measures
- ✓ Pavement performance measures
- ✓ State asset management plan
 - Including risk to off-system facilities during emergency events (if applicable)
- ✓ State freight plan

If the MPO used the Performance Measures Template, they will have met requirements.

[23.C.F.R 450.326(c)]

Choose an item. [Click here to enter comments](#)

Does the TIP discuss anticipated effect of achieving the performance targets identified in the LRTP, linking investment priorities to those performance targets for:

- ✓ Safety performance measures
- ✓ System performance measures
- ✓ Bridge performance measures
- ✓ Pavement performance measures
- ✓ State asset management plan
- ✓ State freight plan

Yes No

If the MPO used the Performance Measures Template, they will have met requirements.

[23.C.F.R 450.326(d)]

Choose an item. [Click here to enter comments](#)

Detail Project Listing for the Five Fiscal Years

Does each project in the TIP document shall include the following information?

- ✓ Sufficient description of project (type of work, termini, and length)
- ✓ Financial Project Number (FPN)
- ✓ Estimated total project cost and year anticipated funding
- ✓ **Page number or identification number where project can be found in LRTP (spot check)**
- ✓ Category of Federal Funds and source(s) of non-Federal Funds
- ✓ FTA section number included in project title or description
- ✓ Responsible agency

Yes No

Critical

The TIP pages either do not have the appropriate LRTP page either for non-capacity project (LRTP Goals and Objectives) or capacity projects (Cost Feasible Project page).

TIP Review

Did the MPO upload the document into the MPO Document Portal for review by District staff, Office of Policy Planning, Florida Commission for the Transportation Disadvantaged, Bureau of Community Planning, FTA, & FHWA?

Yes No

Choose an item.

Document is a draft.

4393292

LAKE SUMTER URBAN AREA FY 2018/2019-2019/2020 UPWP

Non-SIS



Project Description:

Work Summary: TRANSPORTATION PLANNING

From:

To:

Lead Agency: Responsible Agency Not Available Length: 0.000 mi

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	568,795	0	0	0	0	568,795
Total		568,795	0	0	0	0	568,795

Prior Year Cost: 993,949
 Future Year Cost: 0
 Total Project Cost: 1,562,744
 LRTP: N/A

4393293

LAKE SUMTER URBAN AREA FY 2020/2021-2021/2022 UPWP

Non-SIS



Project Description:

Work Summary: TRANSPORTATION PLANNING From:

To:

Lead Agency: Responsible Agency Not Available Length: 0.000 mi

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	568,795	568,795	0	0	1,137,590
Total		0	568,795	568,795	0	0	1,137,590

Prior Year Cost: 0
 Future Year Cost: 0
 Total Project Cost: 1,137,590
 LRTP: N/A

4393294

LAKE SUMTER URBAN AREA FY 2022/2023-2023/2024 UPWP

Non-SIS



Project Description:

Work Summary: TRANSPORTATION From: PLANNING

To:

Lead Agency: Responsible Agency Not Available Length: .000

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	0	0	568,795	0	568,795
Total		0	0	0	568,795	0	568,795

Prior Year Cost: 0
 Future Year Cost: 0
 Total Project Cost: 568,795



Lake-Sumter MPO

Joint Certification – 1/1/2019-12/31/2019

February 24, 2020

Part 2 - MPO

Contents

Purpose	1
Certification Process	2
Part 2 Section 1: MPO Overview	4
Part 2 Section 2: Finances and Invoicing	8
Part 2 Section 3: Title VI and ADA.....	10
Part 2 Section 4: Disadvantaged Business Enterprises	12
Part 2 Section 5: Noteworthy Practices & Achievements	14
Part 2 Section 6: MPO Comments.....	15

Purpose

Each year, the District and the MPO must jointly certify the metropolitan transportation planning process as described in [23 C.F.R. §450.336](#). The joint certification begins in January. This allows time to incorporate recommended changes into the Draft Unified Planning Work Program (UPWP). The District and the MPO create a joint certification package that includes a summary of noteworthy achievements by the MPO and, if applicable, a list of any recommendations and/or corrective actions.

The certification package and statement must be submitted to Central Office, Office of Policy Planning (OPP) no later than June 1.

Certification Process

Please read and answer each question using the checkboxes to provide a “yes” or “no.” Below each set of checkboxes is a box where an explanation for each answer is to be inserted. The explanation given must be in adequate detail to explain the question.

FDOT’s [MPO Joint Certification Statements and Assurances](#) document must accompany the completed Certification report. Please use the electronic form fields to fill out the Statements and Assurances document. Once all the appropriate parties sign the Statements and Assurances, scan it and email it with this completed Certification Document to your District MPO Liaison.

Please note that the District shall report the identification of, and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.

Part 2

Part 2 of the Joint Certification is to be completed by the MPO.

Part 2 Section 1: MPO Overview

1. Does the MPO have up-to-date agreements such as the interlocal agreement that creates the MPO, the intergovernmental coordination and review agreement; and any other applicable agreements? Please list all agreements and dates that they need to be readopted.

Please Check: Yes No

The MPO Agreement was adopted on May 29, 2018, amended on August 30, 2018 and July 15, 2019, and will need to be readopted by June 30, 2020. The Interlocal Agreement for the Creation of the MPO was updated and readopted on October 28, 2015, and will be due for review in 2020. The ICAR was adopted on August 26, 2015, and will need readopted in 2020. The Public Transportation Grant Agreement was adopted on July 31, 2019, and will need to be renewed in 2021. The Long Range Transportation Plan was adopted on December 9, 2015, and the 2045 LRTP will be adopted on Dec. 9, 2020.

2. Does the MPO coordinate the planning of projects that cross MPO boundaries with the other MPO(s)?

Please Check: Yes No

The MPO participates in regional planning as a member of the Central Florida MPO Alliance, which meets quarterly. They are also involved in the MPO Advisory Council, which met four times in 2019. The MPO also coordinates with neighboring MPOs such as MetroPlan Orlando and Ocala/Marion County TPO on locally and regionally significant projects.

3. How does the MPOs planning process consider the 10 Planning Factors?

Please Check: Yes No

The MPO's UPWP contains the 10 Planning Factors (page 4), and the tasks in the UPWP address the planning factors.

4. How are the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process?

Please Check: Yes No

The transportation planning projects developed by the MPO respond to the metropolitan planning requirements in the Federal reauthorization act entitled: Fixing America's Surface Transportation (FAST Act). The FAST Act continues the Metropolitan Planning program that establishes a cooperative, continuous, and comprehensive framework for making transportation investment decisions in metropolitan areas. Program oversight is a joint FDOT/Federal Highway Administration/Federal Transit Administration responsibility. Decisions about how to spend transportation funds in the Lake~Sumter metropolitan planning area are guided by information and ideas from a broad group of people, including elected officials, county and municipal planners and engineers, transportation

advocates, other advocates, and other interested persons. The 3C transportation-planning process in the Lake~Sumter MPO Planning area has established the following objectives for the process:

- Identify transportation problems and develop possible solutions
- Balance short- and long-range considerations so that beneficial, incremental actions adequately reflect an understanding of probable future consequences and possible future options
- Represent both regional and local considerations as well as both transportation and non-transportation objectives and impacts when analyzing project issues
- Assist agencies responsible for implementing projects in effecting timely policy and project decisions with adequate consideration of environmental, land-use, social, fiscal, and economic impacts, and with adequate opportunity for participation by other agencies, local governments, and members of the public
- Help implementing agencies to prioritize transportation activities in a manner consistent with the region's needs and resources
- Comply with the requirements of Fixing America's Surface Transportation Act (FAST Act); Americans with Disabilities Act (ADA); Clean Air Act; Title VI of the Civil Rights Act of 1964; Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13330: Human Services Transportation Coordination; and 1 1-2 Transportation Improvement Program Executive Order 13166: Improving Access to Services for Persons With Limited English Proficiency. All of the MPO documents address the 3C planning process in the narrative of the document.

5. When was the MPOs Congestion Management Process last updated?

Please Check: Yes No N/A

The Congestion Management Process (CMP) in the Lake~Sumter MPO Planning Area is currently being developed to meet required statutory requirements. The final approval for the CMP will occur at the June 2020 MPO Governing Board meeting.

6. Has the MPO recently reviewed and/or updated its Public Participation Plan? If so, when?

Please Check: Yes No

The PIP is currently under review. The PIP was last updated in april 2018. The Public Hearing fo the PIP, Title VI, LEPand DBE Plans will open at the April 2020 MPO Governing Board meeting and close at the June 2020 MPO Governing Board meeting.

7. Was the Public Participation Plan made available for public review for at least 45 days before adoption?

Please Check: Yes No

The Lake~Sumter MPO's Public Involvement Plan (PIP) was last reviewed and adopted on April 25, 2018. The draft PIP was presented for draft approval and opening of the public review period at the February 28, 2018 MPO Governing Board meeting

8. Does the MPO utilize one of the methods of procurement identified in [2 C.F.R. 200.320 \(a-f\)](#)?

Please Check: Yes No

Yes. The MPO utilizes Procurement by competitive proposals. The technique of competitive proposals is conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Lake County Procurement handles all of the MPO's procurement.

9. Does the MPO maintain sufficient records to detail the history of procurement? These records will include, but are not limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Note: this documentation is required by 2 C.F.R. 200.324 (a) to be available upon request by the Federal awarding agency, or pass-through entity when deemed necessary.

Please Check: Yes No

Yes the MPO maintains all records pertaining to the procurement process. The Lake~Sumter MPO contracts with the Lake County Procurement Department for all procurement activities. Basic Procurement Policy Statements: 1. The County procurement process shall provide for equal access and opportunity to all vendors without regard to factors unrelated to quality, cost, and availability of goods and services, or previous vendor performance. Arbitrary action under any purchase in any regard by any party subject to this procedure is specifically prohibited. 2. That procurement actions are conducted on the basis of full and open competition to the greatest degree possible, with award being made to: a. The low responsive responsible bidder under Invitations to Bid. b. The best value proposer under Requests for Proposals that involve pricing as a competitive selection factor. c. The highest ranked technical proposer(s) with which a fair and reasonable price was subsequently negotiated under solicitations that do not involve pricing as an initial competitive selection factor. 3. That all specifications or statements of work included in County procurement actions accurately describe the essential needs of the County, and contain no artificial or arbitrary requirements that limit competition or increase cost. 4. That each procurement action is conducted in accordance with the best interests of the County, and with the highest level of integrity and fairness to all involved parties throughout the acquisition cycle. 5. That all County procurement operations be conducted in full compliance with all established state and local statutes and regulations regarding ethical standards to be maintained within the purchasing function.

10. Does the MPO have any intergovernmental or inter-agency agreements in place for procurement or use of goods or services?

Please Check: Yes No

The MPO's Staff Services Agreement with Lake County includes procurement services by the County (page 4). The Agreement was executed in May 2018 and will expire in 2020. The 2020 Staff Services agreement will be on the February 26, 2020 MPO Governing Board agenda for review and approval.

11. What methods or systems does the MPO have in place to maintain oversight to ensure that consultants or contractors are performing work in accordance with the terms, conditions and specifications of their contracts or work orders?

Please Check: Yes No

The MPO ensures that adequate staffing is available to serve in responsible charge of projects to monitor and administer consultant service contracts. The MPO is responsible for managing, and administering professional and specialized services in accordance with applicable federal and state laws, regulations, and approved policies and procedures. Oversight responsibilities include but are not limited to: • Preparing and reviewing scopes of work; • Preparing the in-house cost estimate; • Establishing elements of contract costs; • Ensuring consultant costs billed are allowable in accordance with federal cost principles and consistent with the contract terms including the acceptability and progress of the consultant's work; • Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract; • Evaluating and participating in decisions for contract modifications; • Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel; • Ensuring the correct usage of proposed sub consultants per the selected Firm's Letter of Interest; • Closing-out contracts or purchase orders; and • Retaining supporting programmatic and contract records

Part 2 Section 2: Finances and Invoicing

1. How does the MPO ensure that Federal-aid funds are expended in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FDOT and the Division Administrator of FHWA?

MPO has retained an outside firm to assist in ensuring that federal funds are expended on eligible cost items and other funding sources are utilized for ineligible costs. The Code of Federal Regulations (CFR), the MPO Handbook, and the State Expenditures Handbook are guides that are used to ensure that Federal-aid funds are expended in conformity with applicable Federal and State laws.

2. How often does the MPO submit invoices to the District for review and reimbursement?

The MPO submits invoices to the District for review and reimbursement monthly.

3. Is the MPO, as a standalone entity, a direct recipient of federal funds and in turn, subject to an annual single audit?

The MPO is a recipient of federal funds through the State DOT. The MPO is not subject to an annual single audit for 2019. The MPO 2019 financial annual audit will be presented to the MPO Governing Board at the February 26, 2020 meeting.

4. How does the MPO ensure their financial management system complies with the requirements set forth in [2 C.F.R. §200.302](#)?

The MPO's financial management system complies with the requirements set forth in 2 CFR 200.302.1. The MPO identifies in all of its accounts, of all Federal awards received and expended and the Federal programs under which they were received.2. The MPO provides accurate, current and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 200.326 and 200.3283. The MPO maintains records that identify adequately the source and application of funds for federally-funded activities.4. The MPO maintains effective control over and accountability for all funds, property and other assets. 5. The MPO

completes comparisons of expenditures with budget amounts for each award. 6. The MPO has written procedures within our consultant contracts to implement the requirements of 200.305. 7. The MPO has language with our consultant contracts to address allowability of costs in accordance with Subpart E.

5. How does the MPO ensure records of costs incurred under the terms of the MPO Agreement maintained and readily available upon request by FDOT at all times during the period of the MPO Agreement, and for five years after final payment is made?

The MPO keeps the records both electronically and printed to provide to FDOT upon request.

6. Is supporting documentation submitted, when required, by the MPO to FDOT in detail sufficient for proper monitoring?

The MPO maintains and keeps the supporting documentation that is required by FDOT and can be made accessible to FDOT upon request.

7. How does the MPO comply with, and require its consultants and contractors to comply with applicable Federal law pertaining to the use of Federal-aid funds?

Article 3.6 of the Consultant Contract states that the Consultant acknowledges and agrees that if services are provided under this agreement are being supported in whole or part by Federal and/or State funding the consultant shall comply with applicable Federal laws.

Part 2 Section 3: Title VI and ADA

1. Has the MPO signed an FDOT Title VI/Nondiscrimination Assurance, identified a person responsible for the Title VI/ADA Program, and posted for public view a nondiscrimination policy and complaint filing procedure?"

Please Check: Yes No

Yes, the MPO has all Policy and Plan documents hosted on the MPO website. Michael Woods is identified as the Title VI/ADA specialist responsible for plan oversight. The FDOT Title VI/Nondiscrimination Assurance is signed and part of the Title VI Plan.

2. Do the MPO's contracts and bids include the appropriate language, as shown in the appendices of the [Nondiscrimination Agreement](#) with the State?

Please Check: Yes No

Yes all contracts and bids include the appropriate language as shown in the appendices of the Nondiscrimination Agreement with the State. FDOT and FHWA review all contracts and bids prior to advertising and provide the MPO with comments.

3. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with FDOT's procedure?

Please Check: Yes No

Yes, The Title VI Complaint Procedure is located in APPENDIX C: of the Title VI Nondiscrimination Plan adopted April 25, 2018. The Plan complies with FDOT procedures and was reviewed prior to adoption by FDOT D5 staff and FHWA.

4. Does the MPO collect demographic data to document nondiscrimination and equity in its plans, programs, services, and activities?

Please Check: Yes No

Yes. A review of the 2015 U.S. Census data, specifically the American Community Survey results, for the Lake~Sumter area was conducted to evaluate the distribution of minority populations and low income households throughout the region. The representation for each of these groups is summarized in the Title VI Nondiscrimination Plan pages 13 through 20. The data collection was completed during the update to the Title VI Nondiscrimination plan developed in 2018 and approved by the MPO Governing Board April 2018. The Title VI Non-discrimination Plan is currently under review and will be presented for approval at the April 22, 2020 Governing Board meeting.

5. Has the MPO participated in any recent Title VI training, either offered by the State, organized by the MPO, or some other form of training, in the past three years?

Please Check: Yes No

The Executive Assistant attended a 2 day ADA training in Orlando in February 2019. Executive Director and the Executive Assistant attended a half day ADA website compliance training hosted by the Public Information Officers Alliance of Lake County.

6. Does the MPO keep on file for five years all complaints of ADA noncompliance received, and for five years a record of all complaints in summary form?

Please Check: Yes No

Yes. The documentation retention procedure is in place and ready to implement. At this time the MPO has not received any ADA noncompliance complaints. The MPO Title VI Specialist will maintain a log of all verbal and non-written complaints received by the MPO. The log will include the following information: a. Name of Complainant. Name of Respondent. Basis of Complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status or retaliation). Date verbal or non-written complaint was received by the MPO. Date the MPO notified the FDOT's District Five Title VI Coordinator of the verbal or on-written complaint. Explanation of the actions the MPO has taken or proposed to resolve the issue raised in the complaint. Consistent with the organization's Title VI Nondiscrimination Policy and Complaint Processing and Procedure, LSMPO accepts written or verbal discrimination complaints related to Title VI and other nondiscrimination authorities. A standard form, titled LSMPO Title VI Discrimination Complaint Form, is available in English and Spanish, online or by request. A copy of the form is available in the appendix of the plan. This form, whether completed by the individual filing the complaint or by staff when reducing elements of a verbal complaint to writing, also serves as: (1) standard written notification transmitted to the FDOT District Five Title VI Coordinator and (2) documentation filed in the official LSMPO log of Title VI complaints.

Part 2 Section 4: Disadvantaged Business Enterprises

1. Does the MPO have a FDOT-approved Disadvantaged Business Enterprise (DBE) plan?

Please Check: Yes No

Yes. The MPO's Disadvantaged Business Enterprises Plan was adopted on April 25, 2018. Policy Statement It is the policy of the Lake-Sumter MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MP 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 Lake-Sumter 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 Lake-Sumter MPO in a non-discriminatory environment. The Lake-Sumter 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. Plan is currently under review and will be presented for approval at the April 22, 2020 MPO Governing Board meeting.

2. Does the MPO use the Equal Opportunity Compliance (EOC) system or other FDOT process to ensure that consultants are entering bidders opportunity list information, as well as accurately and regularly entering DBE commitments and payments?"

Please Check: Yes No

The Lake~Sumter MPO utilizes the DBE Directory published by the Florida Department of Transportation. A list of certified UCP DBEs is maintained by the Department's Equal Opportunity Office at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>.

3. Does the MPO include the DBE policy statement in its contract language for consultants and subconsultants?

Please Check: Yes No

Yes. This Policy Statement is as follows in APPENDIX A: DBE POLICY STATEMENT Disadvantaged Business Enterprise Utilization It is the policy of the Lake-Sumter 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 Lake-Sumter 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 Lake-Sumter MPO in a non-discriminatory environment. The Lake-Sumter 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. Link: ftp://ftp.co.lake.fl.us/MPO/Procurement/LSMPO_DB_E_Adopted_20180425.pdf

Part 2 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.

1. During the 2019 update to the MPO List of Priority Projects, a TOP 5 and TOP 20 list of projects, from our Priorities Projects Tables was developed to better communicate with FDOT as to the MPO's top funding priorities for the next funding cycle. 2. The MPO developed its first true Congestion Management Process during 2019 due for final adoption June 2020. The MPO continues to improve its financial management and report process and procedures to comply with all Federal and State guidelines.

Part 2 Section 6: MPO Comments

The MPO may use this space to make any additional comments, if they desire. This section is not mandatory, and its use is at the discretion of the MPO.

The Lake~Sumter MPO enjoys an open and honest relationship with our District Five Staff. The MPO staff appreciates the assistance and support we receive on a daily basis working through compliance and regulatory issues as needed.

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2020 - 6

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION; ADOPTING THE FYS 2020/21 – 2024/25 TRANSPORTATION IMPROVEMENT PROGRAM TO INCLUDE PROJECTS IN THE FLORIDA DEPARTMENT OF TRANSPORTATION WORK PROGRAM FOR FISCAL YEARS 2020/21 THROUGH 2024/25.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Lake-Sumter MPO Planning Area; and

WHEREAS, Section 339.175, Florida Statutes; 23 U.S.C. Section 134; and Title 49 U.S.C. require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, must have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, 23 U.S.C. Section 134(j) and Section 339.175(8), Florida Statutes, require the Lake~Sumter MPO to formulate a Transportation Improvement Program (TIP), defined by 23 C.F.R. Section 450.104 as a prioritized listing/program of transportation projects that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process; and

WHEREAS, Section 339.175(8), Florida Statutes, requires that the TIP include projects and project phases to be funded with state or federal funds that are recommended for advancement during the next fiscal year and four subsequent fiscal years; and

WHEREAS, the Lake~Sumter MPO is adopting the FY 2020/21 – 2024/25 TIP in order to include projects that were not completed or that were not committed in the previous state fiscal year, and that, under federal regulations, must be included in the Lake~Sumter MPO FYS 2020/21-2024/25 adopted TIP for consistency with the FDOT Work Program and the State Transportation Improvement Plan (STIP).

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that the:

1. FY 2020/21–FY 2024/25 TIP is hereby endorsed and adopted (Exhibit A); and
2. The FY 2020/21–FY 2024/25 TIP includes projects in the FDOT FY 2020/21–FY 2024/25 Work Program; and
3. Federally-aided projects listed in the FY 2020/21–FY 2024/25 TIP will be initiated within the MPO Area; and
4. The Chair of the Lake~Sumter MPO is hereby authorized and directed to submit the FY 2020/21–FY 2024/25 TIP to the:

- a. Federal Highway Administration (FHWA) through the Florida Department of Transportation (FDOT);
- b. Federal Transit Administration (FTA) through FDOT;
- c. Federal Aviation Administration (FAA);
- d. Bureau of Community Planning, Division of Community Development, Florida Department of Economic Opportunity (DEO); and
- e. Members of the Florida Legislature representing the Lake~Sumter MPO.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lake~Sumter Metropolitan Planning Organization

Leslie Campione, Chair

Approved as to Form and Legality:

Diana Johnson, MPO Attorney



Transportation Improvement Program

DRAFT

**for FISCAL YEARS
2020/21-2024/25**

**Scheduled for Approval
June 24, 2020**

**Prepared by the
Lake~Sumter Metropolitan Planning Organization
225 West Guava St. Suite 211
Lady Lake, FL 32159**

The preparation of this report was financed in part by the Federal Highway Administration, Federal Transit Administration, U.S. Department of Transportation and local participating governments. The views and opinions of the report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 4B
Safety - Lighting

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	LIGHTING AGREEMENTS	4136151		0.000 mi	pg.11,22,23,24	LIGHTING	MNT	357	0	0	0	368	0	0	0	379	0	0	0	390	0	0	0	402	0	0	0
Sumter	LIGHTING AGREEMENTS	4136152		0.000 mi	pg.11,22,23,24	LIGHTING	MNT	39	0	0	0	41	0	0	0	42	0	0	0	43	0	0	0	44	0	0	0
Lake	SR 19	4413701	FROM BATES AVE TO LAUREL OAK DR	0.436		SAFETY PROJECT	CST	0	652	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 4C
Safety - Guardrail

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	FLORIDA'S TURNPIKE	4402952	MP289.3 MP 297.7 SB ONLY	8.776 mi	pg. 10	GUARDRAIL	CST	0	0	0	0	192	0	0	0	5,096	0	0	0	0	0	0	0	0	0	0	0

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 5A
Maintenance Bridges

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	SR 44 BRIDGE# 110063	4295561		0.099 mi	pg.10,11	BRIDGE REPLACEMENT	ROW	0	358	0	0	0	318	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sumter	FLORIDA'S TURNPIKE	4439901	MP 299.7 MP 299.7	0.004	P. 11	BRIDGE REPLACEMENT	CST	0	0	0	0	1,427	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 5C
Maintenance Landscaping

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	SR 46/SR 429	4371146	FROM SR 46 TO WEKIVA RIVER RD	4.924 mi	pg.10,11	LANDSCAPING	CST	0	0	0	0	190	2,388	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	SR 500 / US 441 FROM SLEEPY HOLLOW RD TO AIRPORT VIEW	4449271		1.114		LANDSCAPING	CST	350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 5D
Maintenance - Routine Maintenance

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	VEGETATION AND	2447543	AESTHETICS AREA WIDE		pg.10,11	ROUTINE MAINTENANCE	MNT	1,540	0	0	0	1,540	0	0	0	1,540	0	0	0	1,059	0	0	0	0	0	0	
Lake	LADY LAKE	4171991	MEMORANDUM OF AGREEMENT		pg.10,11	ROUTINE MAINTENANCE	MNT	22	0	0	0	22	0	0	0	22	0	0	0	22	0	0	0	22	0	0	
Lake	LAKE PRIMARY	4181061	IN-HOUSE		pg.10,11	ROUTINE MAINTENANCE	MNT	1,764	0	0	0	1,764	0	0	0	1,764	0	0	0	1,734	0	0	0	1,734	0	0	
Sumter	SUMTER PRIMARY	4181111	IN-HOUSE	0.000 mi	pg.10,11	ROUTINE MAINTENANCE	MNT	362	0	0	0	362	0	0	0	362	0	0	0	362	0	0	0	362	0	0	
Lake	CITY OF LEESBURG MOA	4231131			pg.10,11	ROUTINE MAINTENANCE	MNT	133	0	0	0	133	0	0	0	133	0	0	0	133	0	0	0	133	0	0	
Lake	MOA W/ MASCOTTE	4237901			pg.10,11	ROUTINE MAINTENANCE	MNT	8	0	0	0	8	0	0	0	8	0	0	0	8	0	0	0	8	0	0	
Lake	MOA W/ FRUITLAND PARK	4254581			pg.10,11	ROUTINE MAINTENANCE	MNT	34	0	0	0	34	0	0	0	34	0	0	0	34	0	0	0	100	0	0	
Sumter	MOA W/WILDWOOD	4271941		0.000 mi	pg.10,11	ROUTINE MAINTENANCE	MNT	14	0	0	0	14	0	0	0	14	0	0	0	14	0	0	0	14	0	0	
Lake	ASPHALT REPAIR	4291571			pg.10,11	ROUTINE MAINTENANCE	MNT	1,304	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lake	DRAINAGE REPAIR	4291762			pg.10,11	ROUTINE MAINTENANCE	MNT	1,452	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sumter	FLORIDA'S TURNPIKE	4417171	MP 297.7 MP 308.9	10.67	P. 11	FLEXIBLE PAVEMENT RECONSTRUCT.	CST	15,933	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							ROW	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
							RRU	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sumter	SR 44 FROM EAST OF SR 35/MAIN STREET TO LAKE CO LINE	4428751		6.008		RESURFACING	CST	0	0	0	0	4,121	9,954	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lake	SR 46 FROM .35 MILES W OF SWAN RD TO HOJIN ST	4429101		3.546		RESURFACING	CST	3,293	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Lake	SR 44 / MAIN ST / SR 500 FROM 750' E OF SR 44 TO 535' S OF LINCOLN AVE	4435921		1.73		RESURFACING	CST	0	0	0	0	14	4,616	0	0	0	0	0	0	0	0	0	0	0	0		
Lake	SHOULDER AND/OR DITCH REPAIRS	4439991		0		ROUTINE MAINTENANCE	MNT	883	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 5E
Maintenance - Miscellaneous

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	LRTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Sumter	I-75 (SR 93) SUMTER CO REST AREA	4385622	FROM N OF SR 50 TO S OF CR 476B	0.439 mi	PG. 10, 11	REST AREA	CST	0	0	0	0	0	0	0	0	0	0	0	20,163	0	0	0	0	0	0	0	

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 6
Bicycle/Pedestrian & Trails

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	L RTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	SOUTH LAKE TRAIL PH IIB	4225703	2ND ST SILVER EAGLE RD	0.000 mi	pg.10,11	BIKE PATH/TRAIL	CST	0	0	0	0	0	0	0	0	0	0	0	0	0	2,364	0	0	0	0	74	0
							PE	0	0	0	0	83	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
							ROW	0	0	0	0	54	1,070	0	0	54	2,600	0	0	52	1,150	0	0	0	575	0	0
Sumter	SOUTH SUMTER TRAIL SR 471	4354712	FROM SR 50 TO CR 478		pg. 35, 36	BIKE PATH/TRAIL	CST	0	0	0	0	0	0	0	0	0	9,752	0	0	0	0	0	0	0	0	0	0
Sumter	SOUTH SUMTER TRAIL CR 478 FROM US 301 TO SR 471	4354713		3.258		BIKE PATH/TRAIL	PE	0	0	0	0	0	0	0	0	20	3,500	0	0	0	0	0	0	0	0	0	0
Sumter	SOUTH SUMTER TRAIL CR 673 FROM I-75 TO CR 478	4354714		5.673		BIKE PATH/TRAIL	PE	0	0	0	0	0	0	0	0	20	6,310	0	0	0	0	0	0	0	0	0	0
Sumter	S SUMTER TR WITHLACOOCHEE FOREST FROM GOOD NEIGHBOR TR TO I-75 /CR 673	4354715		0		BIKE PATH/TRAIL	PE	0	0	0	0	0	0	0	0	20	1,388	0	0	0	0	0	0	0	0	0	0
Lake	SOUTH LAKE TRAIL - PHASE 4	4358931	FROM VAN FLEET TRAIL TO VILLA CITY ROAD (CR 565)		pg.35,36	BIKE PATH/TRAIL	ROW	130	16	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
							CST	0	0	0	0	15,708	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sumter	SOUTH LAKE-SUMTER TRAIL PHASE IV FROM VAN FLEET TR TO LAKE-SUMTER LINE	4358932		0		BIKE PATH/TRAIL	CST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,931	0	0
							ROW	102	0	0	0	182	0	0	0	132	0	0	0	0	0	0	0	0	0	0	0
Lake	SOUTH LAKE-SUMTER TRAIL PHASE IV LAKE-SUMTER COUNTY LINE TO SR 50	4358933		0		BIKE PATH/TRAIL	CST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,632	0	0
							ROW	300	0	0	0	315	0	0	0	290	0	0	0	0	0	0	0	0	0	0	0
Lake	EAST ORANGE AVENUE	4390481	FROM FRUITWOOD AVENUE TO SUNRISE LANE	0.000 mi	pg. 11	SIDEWALK	PE	0	179	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	HANCOCK RD (LOST LAKE ELEM SCHL)	4396631	FROM SUNBURST LANE TO GREATER PINES BLV	0.839 mi	pg.11	SIDEWALK	PE	0	162	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LOG HOUSE RD (PINE RIDGE ELEM SCH)	4396831	FROM CR 561 TO LAKESHORE DRIVE	0.850 mi	pg.11	SIDEWALK	PE	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	RADIO ROAD (TREADWAY ELEM SCH)	4396841	FROM SILVER BLUFF DR TO TREADWAY SCH RD	0.967 mi	pg.11	SIDEWALK	PE	0	191	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	CR561/MONROE ST (ASTATULA ELEM SCH)	4396851	FROM TENNESSEE AVE TO CR48/WL AVE	0.376 mi	pg.11	SIDEWALK	PE	0	53	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	CR44 BYPASS-(EUSTIS MIDDLE SCH)	4396861	FROM E ORANGE AVE TO CYPRESS GROVE DR	1.119 mi		SIDEWALK	PE	0	77	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKESHORE DR (PINE EDGE ELEM)	4396871	FROM CHERITH LANE TO OLEANDER DRIVE	1.231 mi		SIDEWALK	PE	0	144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 7
Transit and Transportation Disadvantaged

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	L RTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	LAKE-COUNTY CAPITAL	4143312	FIXED ROUTE GRANT SECTION 5307 PURCHASE BUSES	0.000 mi	pg.11,34	CAPITAL FOR FIXED ROUTE	CAP	0	3,609	903	0	0	3,718	930	0	0	3,829	958	0	0	3,944	986	0	0	4,062	1,016	0
Lake	LAKE COUNTY	4333051	BLOCK GRANT OPERATING ASSISTANCE FOR FIXED ROUTE SERVICE SEC 5307	0.000 mi	pg.16,32,33,37,58	OPERATING FOR FIXED ROUTE	OPS	815	0	815	0	855	0	855	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-FTA SEC 5311 RURAL TRANSPORTATION	4333081		0.000 mi	pg.11,34	OPERATING/ADMIN. ASSISTANCE	OPS	0	590	590	0	0	620	620	0	0	0	0	0	0	0	0	0	0	0	0	0
Sumter	SUMTER-SEC 5311 RURAL TRANSPORTATION	4333101		0.000 mi	pg.11,34	OPERATING/ADMIN. ASSISTANCE	OPS	0	363	363	0	0	381	381	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-BLOCK GRANT OPERATING ASSISTANCE SEC 5307	4424531		0		OPERATING FOR FIXED ROUTE	OPS	0	0	0	0	0	0	0	0	898	0	898	0	943	0	943	0	950	0	950	0
Lake	LAKE-SECTION 5311 RURAL TRANSPORTATION	4424581		0		OPERATING/ADMIN. ASSISTANCE	OPS	0	0	0	0	0	0	0	0	0	651	651	0	0	683	683	0	0	717	717	0
Sumter	SUMTER-SECTION 5311 RURAL TRANSPORTATION	4424611		0		OPERATING/ADMIN. ASSISTANCE	OPS	0	0	0	0	0	0	0	0	0	400	400	0	0	420	420	0	0	441	441	0

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
2021/22 - 2025/26
TRANSPORTATION IMPROVEMENT PROGRAM
TABLE 9
Airports

COUNTY	NAME OR DESIGNATION	FM NUMBER **DOT	PROJECT SEGMENT	PROJECT LENGTH	L RTP NUMBER	WORK DESCRIPTION	PROJECT PHASE	FUNDING SOURCES BY YEAR (\$000's)																			
								2020/21				2021/22				2022/23				2023/24				2024/25			
								State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private	State	Federal	Local	Private
Lake	LAKE-UMATILLA	4316201	DESIGN PARALLEL TAXIWAY S OUTH	0.000 mi	pg.10,11	AVIATION CAPACITY PROJECT	CAP	600	0	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-UMATILLA	4316241	CONSTRUCT PARALLEL TAXIWAY Y SOUTH	0.000 mi	pg.10,11	AVIATION CAPACITY PROJECT	CAP	0	0	0	0	40	450	10	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-UMATILLA	4316251	CONSTRUCT TERMINAL AREA A PRON	0.000 mi	pg.10,11	AVIATION CAPACITY PROJECT	CAP	0	0	0	0	400	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-UMATILLA MUNI EXTEND RUNWAY 1-19	4353162		0		AVIATION PRESERVATION PROJECT	CAP	12	135	3	0	120	1,350	30	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-LEESBURG INTL	4384471	INSTALL AIRFIELD GUIDANCE SIGNS	0.000 mi	pg.10,11	AVIATION PRESERVATION PROJECT	CAP	0	0	0	0	88	1,575	88	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-LEESBURG INTL	4384491	CONSTRUCT HANGAR	0.000 mi	pg.10,11	AVIATION REVENUE/OPERATIONAL	CAP	0	0	0	0	0	0	0	0	500	0	500	0	0	0	0	0	0	0	0	0
Lake	LAKE-UMATILLA MUNI ACQUIRE CENTRAL TERMINAL AREA LAND	4384972		0		AVIATION REVENUE/OPERATIONAL	CAP	0	0	0	0	0	0	0	0	0	0	0	0	600	0	150	0	0	0	0	0
Lake	LAKE-LEESBURG INTL	4407761	AIRFIELD IMPROVEMENTS	0.000 mi	N/A	AVIATION PRESERVATION PROJECT	CAP	400	4,500	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-LEESBURG INTL	4407771	APRON EXPANSION	0.000 mi	N/A	AVIATION PRESERVATION PROJECT	CAP	0	0	0	0	0	0	0	0	0	0	0	0	320	0	80	0	0	0	0	0
Lake	LAKE-LEESBURG INTL LAND ACQUISITION	4424841		0		AVIATION REVENUE/OPERATIONAL	CAP	0	0	0	0	0	0	0	0	0	0	0	0	400	0	100	0	0	0	0	0
Lake	LAKE-LEESBURG INTL INSTALL FUEL TANK	4448731		0		AVIATION REVENUE/OPERATIONAL	CAP	160	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lake	LAKE-UMATILLA MUNI RELOCATE ROAD	4448751		0		AVIATION PRESERVATION PROJECT	CAP	0	0	0	0	0	0	0	0	0	0	0	0	320	0	80	0	0	0	0	0

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2020-9

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE 2020 LIST OF PRIORITY PROJECTS AND AUTHORIZING TRANSMITTAL OF THE NEW FUNDING PRIORITIES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Lake~Sumter Planning Area; and

WHEREAS, Section 339.175, Florida Statutes, 23 U.S.C. 134, and 49 U.S.C. 5303 require that the urbanized area, as a condition for the receipt of federal capital or operating assistance, has a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, Section 339.175(8)(a), Florida Statutes requires that the MPO is responsible for developing, annually, a list of project priorities ranking the transportation needs of the MPO area; and

WHEREAS, the prevailing principles that must be considered by the MPO when developing the List of Priority Projects are preserving the existing transportation infrastructure, enhancing Florida's economic competitiveness, and improving travel choices to ensure mobility; and

WHEREAS, the 2020 List of Priority Projects must be based upon project selection criteria that considers, in part: the MPO long range transportation plan, the Florida Department of Transportation (FDOT) Strategic Intermodal System Plan, criteria consistent with projects eligible to receive funding from the Transportation Regional Incentive Program outlined in Florida Statutes 339.2819(4), the results of the transportation management systems, and the MPO public involvement plan; and

WHEREAS, the 2020 List of Priority Projects must be used by the FDOT in developing the district work program and must be used by the MPO in developing its transportation improvement program; and

WHEREAS, the FDOT has established a deadline of October 1, 2020, for the submittal of new project priorities, pursuant to Section 339.175(8)(b), Florida Statutes, with said priorities serving as a basis upon which FDOT District 5 makes funding decisions relative to the FDOT five-year Work Program; and

WHEREAS, the Lake~Sumter MPO, serving the role of prioritizing all federal-aid roadways including certain county roadways, also has prioritized county transportation projects in order to address regional county transportation needs within the MPO Area.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO:

1. The 2020 List of Priority Projects was developed with consideration given to preserving the existing transportation infrastructure, enhancing Florida’s economic competitiveness, and improving travel choices to ensure mobility; and
2. The 2020 List of Priority Projects is consistent with the MPO’s adopted long range transportation plan, *TRANSPORTATION 2040*, which was adopted December 9, 2015; and
3. The 2020 List of Priority Projects is consistent with the FDOT Strategic Intermodal System Plan; and
4. The 2020 List of Priority Projects was developed in consideration of criteria consistent with projects eligible to receive funding from the Transportation Regional Incentive Program outlined in Florida Statutes 339.2819(4); and
5. The 2020 List of Priority Projects was developed using the procedures of the MPO public involvement plan; and
6. The 2020 List of Priority Projects is hereby endorsed and adopted; and
7. The Chair of the MPO or her designee is hereby authorized and directed to submit the 2020 List of Priority Projects to the Florida Department of Transportation and to the Chair of both the Lake County Board of County Commissioners and the Sumter County Board of County Commissioners.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lake~Sumter Metropolitan Planning Organization

Leslie Campione, Chair

Approved as to Form and Legality:

Diana Johnson, MPO Attorney

2020 Lake Sumter MPO List of Priority Projects

The annual List of Priority Projects (LOPP) is critical to development of the Transportation Improvement Program (TIP) and FDOT Work Program. The projects within the LOPP should advance: the preservation of existing transportation infrastructure; enhancement of Florida’s economic competitiveness; and improvement of travel choices to ensure mobility (s. 339.175(8), F.S.).

The following were considered in the development of the Draft 2020 LOPP:

- Transportation needs and priorities identified by the MPO, local governments and FDOT;
- Goals and objectives of the MPO’s approved Long Range Transportation Plan (LRTP);
- The Strategic Intermodal System Plan developed under s. 339.64, F.S.;
- The Transportation Regional Incentive Program (TRIP) priorities (s. 339.2819(4), F.S.);
- Results of the transportation management systems;
- The MPO’s public involvement procedures;
- The goals, objectives, and policies of the local government’s comprehensive plan; and
- Support for economic vitality, community development, business functionality, and creation or retention of employment opportunities.

Development of LSMPO’s 2020 LOPP consists of the following steps:

2019	
September-December	Solicit project submissions
2020	
January	Review project submissions
February	Coordinate with sponsors to discuss submissions, provide additional guidance and receive updates Discuss LOPP schedule/approach with FDOT (2/20 mtg)
March-Mid April	Staff develops preliminary Top 20
Late April-Early May	Counties review preliminary Top 20 and provide comments
Mid May-Late-May	Staff develops <i>Draft 2020 LOPP</i> with Top 20 as Tier 1 and remaining 2019 LOPP projects as Tier 2
June 3	Post <i>Draft 2020 LOPP</i> for review
June 10/24	Technical and Citizen Advisory Committees / Governing Board review and approval
By June 30	Submit <i>Final 2020 LOPP</i> to FDOT

The 2020 LOPP includes the following tables:

- Tier 1
 - Table 1. Top 20 Priorities inclusive of any phase
- Tier 2 (priorities not in the Top 20)
 - Table 2: Construction (CST) Priorities
 - Table 3: Right of Way (ROW) Priorities
 - Table 4: Design Priorities
 - Table 5: PD&E Priorities
 - Table 6: Planning Priorities
- Modal
 - Table 7: Trail Priorities – Combined list of all trail priorities in Tier 1 and Tier 2 with additions. Includes a separate ranking of trail projects as a group.
 - Table 8: Transit Priorities

After Board approval, the *Final 2020 LOPP* will be transmitted to FDOT by June 30. Following submittal, a complete LOPP report will be developed to document the process and approach to development of the priority list. In addition, a Top 20 brochure will be developed to highlight the MPO's highest priorities.



2020 List of Priority Projects (DRAFT)

Top 20 - Tier 1 (Table 1)

2020 Rank	2019 Rank	County/ Location	Sponsor	FM Number	Project Name	Description	Project Type	Performance Measures	Proposed Phase and Cost	Programmed Phase(s)	Other Unfunded Phase(s)
1	5	Lake	Lake County	430253-5	CR 466A, Phase 3B from Poinsett Ave to Timbertop Lane	Widen to 4 Lanes. This project within the City of Fruitland Park and unincorporated Lake County provides regional traffic connectivity from US 301 in Sumter County to US 27/441. This project will improve traffic flow and support regionally significant employment centers in the Villages of Fruitland Park, the City of Fruitland Park, Lady Lake, and Sumter County.	Capacity	System Performance	CST FY 2021/22 \$7,506,321		
2	-	Sumter	FDOT	434912-1	CR 470 from SR 471 (CR 527) to Turnpike/SR 91	Widen to 4 Lanes. The CR 470 project will realign and widen the corridor from US 301 to the Lake County Line from a two lane to four lane section. The goal of this project is to improve capacity to keep up with the demand based on the growth of The Villages development, and as described in the Travel Demand models for Sumter and Lake Counties.	Capacity	System Performance	Design FY 2021/22 \$5,144,021		CST \$75,000,000
3	2	Lake	FDOT (SIS)	427056-1	SR 50/SR 33 from CR 565 (Villa City) to CR 565A (Montevista) & South Lake Trail, Phase 3C from 2nd St to Silver Eagle Rd	Realignment. This project consists of designing a new four lane truck route realignment of SR 50 around the City of Groveland to enhance safety, livability and walkability within the city. The project will include a portion of the South Lake Trail, which is part of the Coast to Coast Connector.	Capacity	System Performance	ROW FY 2021/22 \$18,040,000	ROW FY 19/20 - 20/21 \$7,605,000	CST
4	1	Sumter	Sumter County	N/A	Marsh Bend Trail (CR 501) from Corbin Trail to CR 470	Widen to 4 Lanes. Marsh Bend Trail will widen the existing corridor from a 2-lane section to a 4-lane section. The project limits will start at Corbin Trail and end at E CR 470. This project is required based on the growth in this area and as determined by traffic impact models.	Capacity	System Performance	CST FY 2021/22 \$25,000,000		
5	4	Lake	FDOT	429356-1	SR 500 (US 441) from SR 44 to N of SR 46	Widen to 6 Lanes. This project consists of widening and reconstructing SR 500 (US 441) to a six-lane divided urban roadway from north of SR 46 to SR 44/Donnelly Street in Lake County, a total distance of approximately 2.4 miles. The completed project will be a divided high speed urban roadway segment consisting of six lanes.	Capacity	System Performance	CST FY 2022/23 \$22,233,040	ROW FY 20/21 - 22/23 \$2,208,556	
6	8	Sumter	FDOT	430132-1	SR 35 (US 301) from SR 44 to CR 525E (Segments 3,4,5)	Widen to 4 Lanes. The proposed improvement involves widening US 301, realigning a portion of the road south of the City of Coleman, and reconstructing the Florida's turnpike interchange at US 301.	Capacity	System Performance	Design FY 2021/22 \$5,826,000		ROW \$19,285,000 CST \$58,260,000
7	3	Lake	FDOT	238394-3	SR 500 (US 441) from Perkins Street to SR 44	Widen to 6 Lanes. This project is a reconstruction effort to provide six travel lanes on SR 500 (US 441) (North Boulevard) from Perkins Street to SR 44 (East Dixie Avenue) through Leesburg, Florida. <i>NOTE: This project will require a significant relocation of utilities that will be funded by the City.</i>	Capacity	System Performance	CST FY 2021/22 \$13,794,537		
8	-	Sumter	FDOT	430132-1	SR 35 (US 301) from CR 525E to CR 470 (Segments 1,2)	Widen to 4 Lanes. The proposed improvement involves widening US 301. This connects to segments that are also being widened to SR 44, including realignment of a portion south of the City of Coleman and reconstruction of the Florida's turnpike interchange at US 301.	Capacity	System Performance	Design FY 2021/22 \$2,100,000	PD&E FY 21/22 \$7,126,021	ROW \$8,215,000 CST \$21,020,000

2020 Rank	2019 Rank	County/ Location	Sponsor	FM Number	Project Name	Description	Project Type	Performance Measures	Proposed Phase and Cost	Programmed Phase(s)	Other Unfunded Phase(s)
9	9	Lake	Lake County	441710-1	Round Lake Road Extension from Wolfbranch Road to Magnolia Ave (Phase I)	New Alignment / Add Lanes. Round Lake Road Extension with four lanes is in the City of Mount Dora, and unincorporated Lake County, and will connect SR 46 and SR 44. This project will improve traffic circulation but most importantly will support a regionally significant employment center in Lake County, the Wolf Branch Innovation District.	Capacity	System Performance	ROW FY 2021/22 \$13,000,000	PD&E FY 19/20 \$2,300,000	CST
10	-	Lake	Lake County	437464-1	Eudora Road Roundabout/Intersection Improvement	Roundabout. Improved intersection safety as recommended in the 2008 CR 19A PD&E Study for the intersection at CR 19A and Old 442/Eudora.	Safety	Safety, System Performance	CST FY 2021/22 \$3,496,763	ROW	
11	-	Lake	Lake County	430975-3	Wekiva Trail (Segment 2) from SR 46 to Hojin St	Multi-use Trail. This project is a segment of the 15-mile, multi-use Wekiva Trail that will provide a regional connection between Lake, Seminole and Orange Counties. This trail will connect to thousands of acres of conservation and recreation lands such as Rock Springs Run and the Wekiwa Springs State Park, and provide connection to the City of Mount Dora and ultimately Tavares via the planned Tav-Dora Trail.	Bike/Ped	System Performance	CST FY 2021/22 \$3,679,067	ROW FY 19/20 \$2,278,826	
12	16	Lake	Lake County/ Lady Lake	439665-1	Rolling Acres Road from CR 466A to north of US 27	Widen to 4 Lanes. Rolling Acres Road provides an important connection between CR 466 and US 27/441 and serves as a parallel route to US 27/US 441 through Lady Lake. Rolling Acres Road is currently a two-lane undivided facility with turn lanes in spot locations, and no bicycle or pedestrian facilities. This project will help meet projected travel demand from substantial growth in the area.	Capacity	System Performance	PD&E FY 2021/22 \$900,000		Design ROW CST
13	-	Sumter	Sumter County/ MPO	N/A	Webster SR 471 Complete Streets	Complete Streets. SR 471 bisects the City of Webster from the northern City limits at CR 730 to the southern City limits at CR 478A. This project is a redesign of the 1.26-mile portion of SR 471 through the City of Webster to include context-sensitive design criteria emphasizing increased safety, improved quality of life, and enhanced economic development.	Planning	Safety, System Performance	Planning FY 2021/22 \$125,000		PD&E Design CST
14	12	Lake	Lake County	N/A	CR 437 Realignment	New Alignment/Add Lanes. CR 437 realignment is within the Mt. Plymouth Sorrento area of unincorporated Lake County, and will connect SR 46 and the future Wekiva Parkway. This project will improve traffic circulation and support a regionally significant employment center in Lake County and Orange County with the Kelly Park Development.	Capacity	System Performance	ROW FY 2021/22 \$3,743,338	Design FY 2019/20 \$874,000	CST
15	10	Sumter/ Lake	FDOT (SIS)	435859-3 435859-4 435859-5	SR 50 from Hernando/Sumter CL to CR 33	Widen to 4 Lanes. This project will widen SR 50 from two to four lanes to increase capacity and improve safety. The project is part of a broader effort to address existing and projected congestion and delay to improve level of service along this corridor.	Capacity	Safety, System Performance	ROW FY 2021/22 \$51,771,167	ROW FY 20/21-22/23 \$4,436,000 CST FY 21/22 \$28,700,000	CST
16	-	Lake	Lake County	N/A	CR 455 (Hartle Rd) Good Hearth to Lost Lake	Widen to 4 Lanes. This project will improve system continuity, provide a regional link between areas of the county and provide an alternate transportation route. This project provides opportunity to expand the bicycle/pedestrian trail system within this area. Numerous commercial and residential developments are being planned in addition to the construction that is currently underway.	Capacity	System Performance	CST FY 2021/22 \$1,214,358	Design	
17	-	Lake	Lake County	N/A	Hooks Street from Hancock Rd to Hartle Rd	Extension and Widening to 4 Lanes. The need for the extension of Hooks Street from Hancock Rd to CR 455/Hartle Road is to create system continuity in the area, to provide a regional link between areas of the county and to provide an alternate transportation route. Numerous commercial and residential developments are being planned in addition to the construction that is currently underway.	Capacity	System Performance	CST FY 2022/23 \$5,000,000	Design	

2020 Rank	2019 Rank	County/ Location	Sponsor	FM Number	Project Name	Description	Project Type	Performance Measures	Proposed Phase and Cost	Programmed Phase(s)	Other Unfunded Phase(s)
18	-	Lake	Lake County	N/A	CR 455 (Hartle Rd) Lost Lake to Hartwood Marsh	Widen to 4 Lanes. The extension of Hartle Road will create system continuity, provide a regional link between areas of the county and provide an alternate transportation route. This project provides opportunity to expand the bicycle/pedestrian trail system within this area. Numerous commercial and residential developments are being planned in addition to the construction that is currently underway.	Capacity	System Performance	ROW FY 2021/22 \$3,000,000	Design FY 2019/20 \$625,000	CST
19	-	Lake	Lake County	N/A	SR 46 (Sorrento Ave) from Orange Ave to Hojin St	Complete Streets Design. The Lake County Board of County Commissioners has been working with the Sorrento and Mt. Plymouth communities to develop a master street corridor plan for Sorrento Ave which includes Complete Street Concepts for the roadway.	Safety	Safety, System Performance	Design FY 2021/22 \$2,000,000		ROW CST
20	-	Lake	Lake County	435723-1	Wellness Way from US 27 to SR 429	New Corridor. The corridor will help provide connectivity in South Lake consistent with the Wellness Way Area Plan, which promotes significant economic development while encouraging fiscally efficient and well balanced development patterns that minimize environmental impacts and leverage existing resources.	Capacity	System Performance	Design FY 2021/22 \$3,000,000		ROW CST

Draft 2020 List of Priority Projects

Table 2 | Construction Projects | Tier 2

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
1	436365	Sumter County	Sumter County ITS (Phase 1)	ITS	ITS	System Performance	Design 2018/2019	CST 2021/22	\$714,150
2	N/A	FDOT	US 27 ATMS	Corridor ATMS	ITS	System Performance	N/A	CST 2021/22	\$1,656,000
3	409870-1	FDOT	SR 44	Widen to 4 Lanes	Capacity	System Performance	ROW 2013/2014	CST 2021/22	\$23,701,500
4	N/A	Sumter County	Buena Vista Boulevard (2)	Resurfacing	Preservation	Pavement/Bridge	N/A	CST 2021/22	\$7,000,000
5	N/A	Sumter County	Morse Boulevard (2)	Resurfacing	Preservation	Pavement/Bridge	N/A	CST 2021/22	\$7,000,000
6	430975-5	Lake County	Wekiva Trail Trailhead @ SR 46 (Vertical & Horizontal)	Construct Trailhead	Bike/Ped	System Performance	Design 2016/2017	CST 2021/22	\$3,500,000

Draft 2020 List of Priority Projects

Table 3 | Right-of-Way Projects | Tier 2

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
1	439686-1	Lake County	CR 44 Bypass / Deland Rd (Eustis Middle School)	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$400,000
2	439048-1	Lake County	East Orange Ave	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$120,000
3	439684-1	Lake County	Radio Rd (Treadway Elementary)	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$100,000
4	439685-1	Lake County	CR 561 (Monroe St) Astatula Elementary	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$100,000
5	439663-1	Lake County	Hancock Rd (Lost Lake Elementary)	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$450,000
6	439683-1	Lake County	Log House Rd (Pine Ridge Elementary School)	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$150,000
7	439687-1	Lake County	Lakeshore Dr (Pine Ridge Elementary School)	New Sidewalk	Bike/Ped	System Performance	Design 2021/2022	ROW 2021/22	\$100,000

Draft 2020 List of Priority Projects

Table 4 | Design Projects | Tier 2

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
1	N/A	Sumter County	Sumter County ITS (Phase 2)	ITS	ITS	System Performance	Planning 2016/2017	Design 2020/21	\$411,200
2	441811-1	Lake County	Hartwood Marsh Rd from Heritage Hills Blvd to Orange County Line	Paved Shoulders	Safety	Safety	N/A	Design 2021/22	\$300,000
3	436360-1	FDOT	Black Bear Scenic Trail	SUNTrail	Bike/Ped	System Performance	PD&E 2019/2020	Design 2023/24	TBD
4	N/A	FDOT/Leesburg	US 27 from SR 44 to US 441	Complete Streets	Safety	Safety, System Performance	Planning 2015/2016	Design 2020/21	TBD
5	N/A	Tavares	Peninsula (Captain Haynes) Roadway Extension	New Roadway	Capacity	System Performance	Planning 2016/2017	Design 2020/21	\$354,660
6	439756-1	Umatilla	Umatilla SR 19 from CR 450-A to Old Mill Stream RV Park	Complete Streets	Safety	Safety, System Performance	Planning 2016/2017	Design 2020/21	TBD
7	N/A	Florida Turnpike Enterprise (SIS)	SR 91 (FL TPK) from Minneola Interchange to CR 470	Widen to 8 Lanes	Capacity	System Performance	PD&E	Design 2020/21	TBD
8	434910-1	Florida Turnpike Enterprise (SIS)	SR 91 (FL TPK) from CR 470 to SR 25 (US 27)	Widen to 8 Lanes	Capacity	System Performance	PD&E	Design 2020/21	TBD
9	N/A	Florida Turnpike Enterprise (SIS)	SR 91 (FL TPK) from SR 35 (US 301) to CR 470	Widen to 8 Lanes	Capacity	System Performance	PD&E	Design 2020/21	TBD
10	N/A	Lake County	Picciola Rd from US 441 to Sail Fish Ave	New Sidewalk	Bike/Ped	System Performance	Planning 2017/2018	Design 2020/21	\$115,310
11	N/A	Tavares/Mount Dora	Old US 441 from N Disston Ave to N McDonald St	Complete Streets	Bike/Ped	System Performance	Design 2008	Design 2020/21	\$2,158,800
12	N/A	Lake County	Hammock Ridge Roundabout	Roundabout Design	Operations	System Performance	Planning	Design 2020/21	\$750,000
13	N/A	Lake County	CR 561A from CR 561 to N Hancock Rd	Paved Shoulders	Safety	Safety	N/A	Design 2020/21	\$500,000
14	N/A	Lake County	Lakeshore Dr from Hammock Ridge to Lakeshore Dr	New Sidewalk	Bike/Ped	System Performance	N/A	Design 2020/21	\$250,000
15	N/A	Clermont	East Avenue from Grand Hwy to Minnehaha Ave	Complete Streets	Safety	Safety, System Performance	Planning 2018/2019	Design 2020/21	TBD
16	N/A	Wildwood	US 301 from C-466A to C- 44A	Complete Streets	Safety	Safety, System Performance	Planning 2018/2019	Design 2020/21	TBD
17	N/A	Sumter County	Sumter County ITS (Phase 3)	ITS	ITS	System Performance	Planning 2016/2017	Design 2022/23	TBD
18	N/A	Lake County	Intelligent Transportation System (ITS)	Initial Deployment	ITS	System Performance	N/A	Design 2020/21	\$60,000
19	N/A	Lake County	Intelligent Transportation System (ITS)	ITS Fiber Infrastructure	ITS	System Performance	N/A	Design 2020/21	\$570,000
20	N/A	Lake County	Montverde Greenway Trail Extension	Extension to existing trail	Bike/Ped	System Performance	N/A	Design 2021/22	\$350,000

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
21	N/A	Lake County	Radio Rd & Treadway School Rd Roundabout	Roundabout	Operations	System Performance	N/A	Design 2020/21	\$150,000
22	N/A	Lake County	Rolling Acres Rd from Lake Ella Rd to W Lady Lake Ave	Paved Shoulders	Safety	Safety	N/A	Design 2020/21	\$450,000
23	N/A	Lake County	CR 455 from Hartwood Marsh Rd to CFX Lake- Orange Connector	Road Extension	Capacity	System Performance	PD&E	Design 2020/21	\$3,000,000
24	N/A	Lake County	Micro Racetrack Rd from CR 466A to Lake Ella Rd	Paved Shoulders	Safety	Safety	N/A	Design 2020/21	\$450,000
25	N/A	Lake County	Griffin Rd (Carver Middle School)	New Sidewalk	Bike/Ped	System Performance	N/A	Design 2020/21	TBD
See Trail Rank	430975-2	Lake County	Wekiva Trail Segment 1/5 (2020 BUILD Grant Application)	Multi-Use Trail	Bike/Ped	System Performance	Planning	Design 2021/2022	\$3,500,000

Draft 2020 List of Priority Projects

Table 5 | PD&E Projects | Tier 2

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)
1	435740-1	FDOT	US 27 & SR 44	Intersection Improvement	Operations	System Performance, Safety	Planning 2013/2014
2	441781-1	Lake County	Hartwood Marsh Rd from US 27 to Savanna Ridge Ln	New 4 Lane Road	Capacity	System Performance	N/A
3	441626-1	Umatilla/Lake County	North Lake Trail	Multi-use Trail	Bike/Ped	System Performance	Planning
4	405854-1	Tavares/Mount Dora/ Lake County	Wekiva Trail Segment 5 [Tav-Dora Trail] (2020 BUILD Grant Application)	Multi-use Trail	Bike/Ped	System Performance	Planning
5	N/A	FDOT (SIS)	US 27 from CR 561 (S) to SR 91	Widen to 6 Lanes	Capacity	System Performance	N/A
6	N/A	FDOT	SR 44 from Orange Ave to CR 46A	Widen to 4 Lanes	Capacity	System Performance	N/A
7	N/A	FDOT	SR 19 from SR 50 to CR 455	Widen to 4 Lanes	Capacity	System Performance	N/A
8	N/A	FTE	Fosgate Rd Extension and Bridge	New Roadway and Bridge	Capacity	System Performance, Pavement/Bridge	N/A
9	N/A	Lake County	CR 561A from CR 561 to CR 455	Realignment & Roundabout	Operations	System Performance	Planning
10	N/A	Clermont	SR 50 Complete Streets	Complete Streets	Operations	Safety, System Performance	N/A
11	N/A	Lake County	Innovation Trail	Multi-use Trail	Bike/Ped	System Performance	Planning 2019/20

Draft 2020 List of Priority Projects

Table 6 | Planning Study Projects | Tier 2

Rank	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
1	N/A	Mount Dora	Wolf Branch Innovation Blvd	New 4 Lane Road	Planning	System Performance	N/A	Planning 2021/22	\$205,600
2	N/A	Groveland	Orange St & Broad St (SR 50)	Complete Streets	Planning	System Performance, Safety	N/A	Planning 2021/22	\$77,100
3	N/A	Eustis	Eustis SR 19 Complete Streets	Complete Streets	Planning	System Performance, Safety	N/A	Planning 2021/22	\$234,384
4	N/A	Leesburg	West Main St Improvements	Curb & Gutter, ADA Upgrade, On Street Parking	Planning	System Performance, Safety	N/A	Planning 2021/22	\$102,800
5	N/A	Leesburg	East Main St Improvements	Curb & Gutter, ADA Upgrade, On Street Parking	Planning	System Performance, Safety	N/A	Planning 2021/22	\$116,164
6	N/A	Sumter Scenic Byway/ Sumter County	I-75 Exit 309 Sumter Scenic Byway Project	Enhancement of Interstate Exit to National Cemetery	Planning	System Performance, Safety	N/A	Planning 2021/22	\$80,184
7	N/A	Leesburg	Lake Denham Trail	Multi-use Trail	Planning	System Performance	N/A	Planning 2021/22	\$160,368
8	N/A	Lake County	CR 435 from Orange County Line to SR 46	Complete Streets	Planning	System Performance, Safety	N/A	Planning 2021/22	\$200,000
9	N/A	Lake County	Cagan's Crossing Pedestrian Overpass	Pedestrian Overpass	Planning	System Performance, Safety	N/A	Planning 2021/22	\$100,000
10	N/A	Howey-in-the-Hills	Central Lake Trail	Multi-use Trail	Planning	System Performance, Safety	N/A	Planning 2021/22	\$200,000

Draft 2020 List of Priority Projects

Table 7 | Trail Projects

Trail Rank	LOPP Rank	Category	FM Number	Sponsor/ Location	Project Name	Description	Project Type	Performance Measure(s)	Programmed Phase(s)	Unfunded Phase(s)	Cost Estimate
1	New	Design	430975-2	Lake County	Wekiva Trail Segment 1 (2020 BUILD Grant Application)	Multi-Use Trail	Bike/Ped	System Performance	Completed PD&E (2015)	Design/ROW/CST	\$25,000,000
	4	PDE	405854-1	Tavares/Mount Dora/Lake County	Wekiva Trail Segment 5 [Tav-Dora Trail] (2020 BUILD Grant Application)	Multi-Use Trail	Bike/Ped	System Performance	Completed Planning Study (2019)	PD&E/Design/ROW/CST	
2	11	Top 20	430975-3	Lake County	Wekiva Trail Segment 2	Multi-Use Trail	Bike/Ped	System Performance	Design 2015/2016	CST 2021/2022	\$3,679,067
3	6	CST	430975-5	Lake County	Wekiva Trail Trailhead @ SR 46 (Vertical & Horizontal)	Construct Trailhead	Bike/Ped	System Performance	Design 2016/2017	CST 2021/2022	\$3,500,000
4	3	PDE	441626-1	Umatilla/Lake County	North Lake Trail	Multi-Use Trail	Bike/Ped	System Performance	Planning	PD&E 2021/2022	\$2,200,000
5	22	Design	N/A	Lake County	Montverde Greenway Trail Extension	Multi-Use Trail Extension	Bike/Ped	System Performance	N/A	Design 2021/2022	\$350,000
7	7	Planning	N/A	Leesburg	Lake Denham Trail	Multi-Use Trail	Planning	System Performance	N/A	Planning 2021/2022	\$160,368
7	8	Planning	N/A	Lake County	Innovation Trail	Multi-Use Trail	Planning	System Performance	N/A	PD&E 2021/2022	TBD
7	11	Planning	N/A	Howey-in-the-Hills	Central Lake Trail	Multi-Use Trail	Planning	System Performance	N/A	Planning 2021/2022	\$200,000
SUN Trail											
6	3	Design	436360-1	FDOT	Black Bear Scenic Trail	SUN Trail Individual Trail	Bike/Ped	System Performance	PD&E 2019/2020	Design 2023/2024	TBD
N/A	Coast to Coast		435471-1 to 5	FDOT	South Sumter Connector Trail	SUN Trail Regional System	Bike/Ped	System Performance	These SUN Trail projects are being developed by FDOT as part of the Coast to Coast Connector Regional System		
N/A	Coast to Coast		422570-3 + others	FDOT	South Lake Trail Phase 3B, 3C and Phase 4	SUN Trail Regional System	Bike/Ped	System Performance			

Draft 2020 List of Priority Projects

Table 8 | Transit Projects

Rank	FM Number	Sponsor/ Location	Description	Project Type	Performance Measure(s)	Cost Estimate
1	N/A	Lake County	Weekend Service Routes 1-5	Operations	System Performance	TBD
2	N/A	Lake County	Evaluate need for weekend, evening, and connecting Clermont to Leesburg service	Operations	System Performance	TBD
3	N/A	Lake County	Evening Service Routes 1-5	Operations	System Performance	TBD
4	N/A	Lake County	Clermont-Minneola Circulate (Rt. 6)	Operations	System Performance	TBD
5	N/A	Lake County	Double Frequency Routes 1-6	Operations	System Performance	TBD

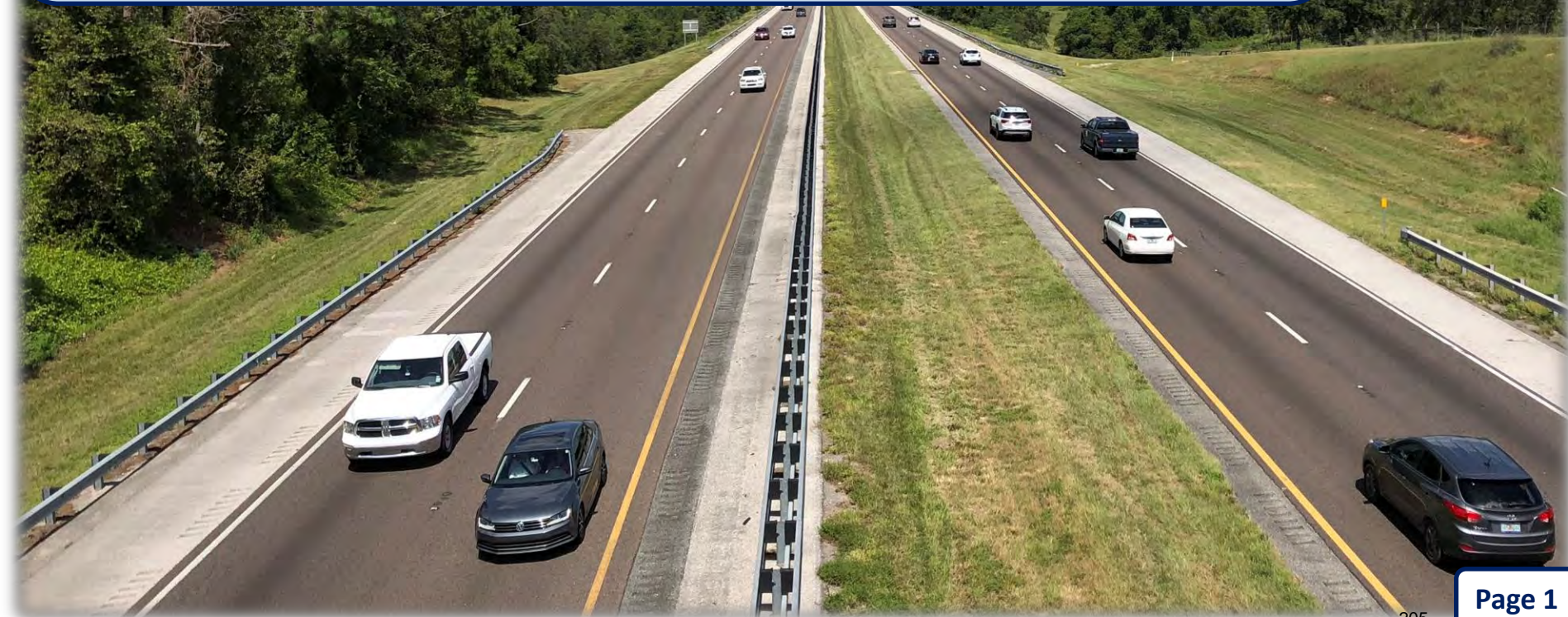
Lake-Sumter Metropolitan Planning Organization

TAC/CAC Presentation - June 10, 2020

MPO Board Presentation - June 24, 2020

Financial Project ID Number 435786-1-32-01

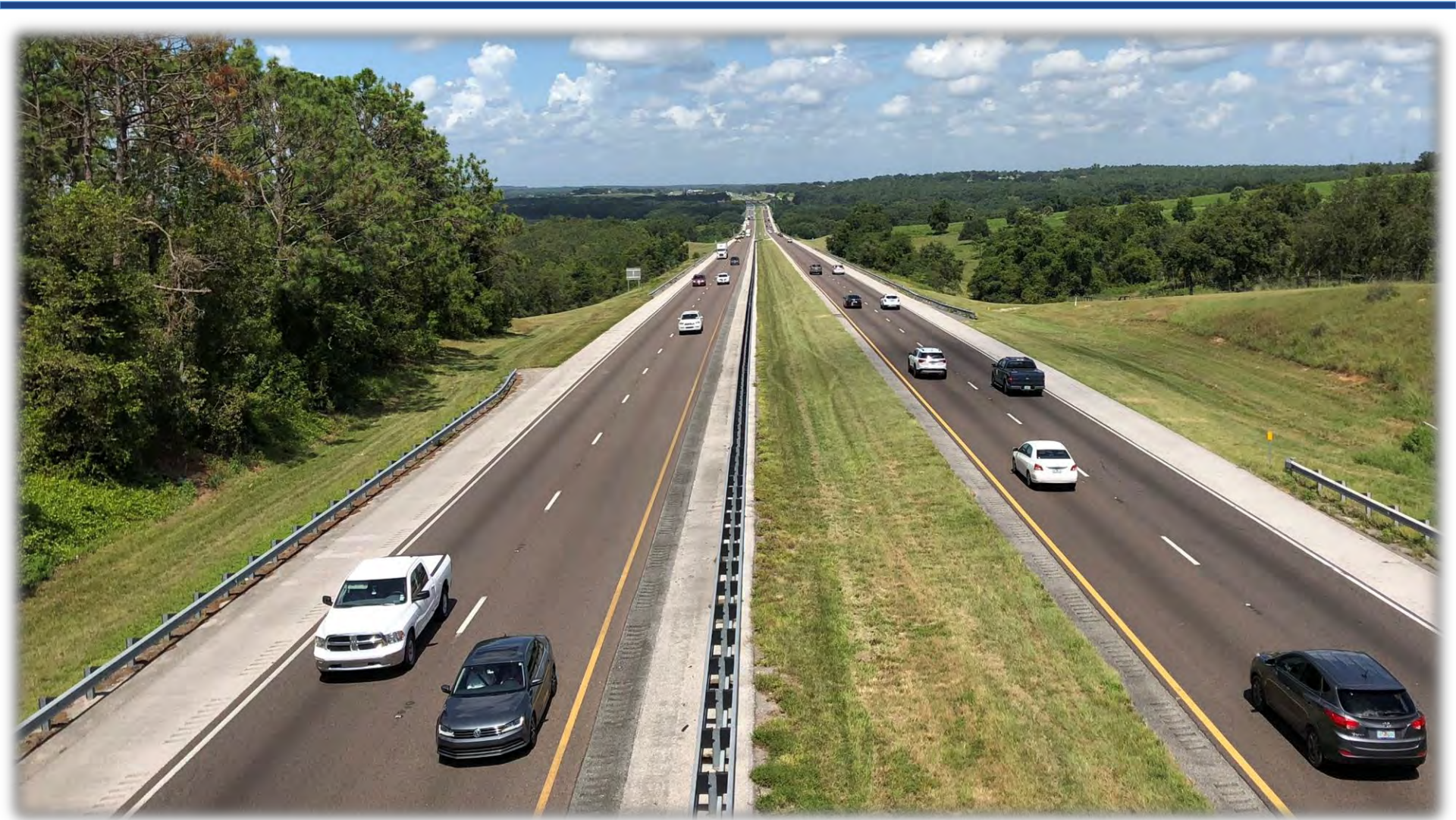
Widen Turnpike Mainline from Minneola to US 27 Interchange (Mile Post 279.0 – 289.3)



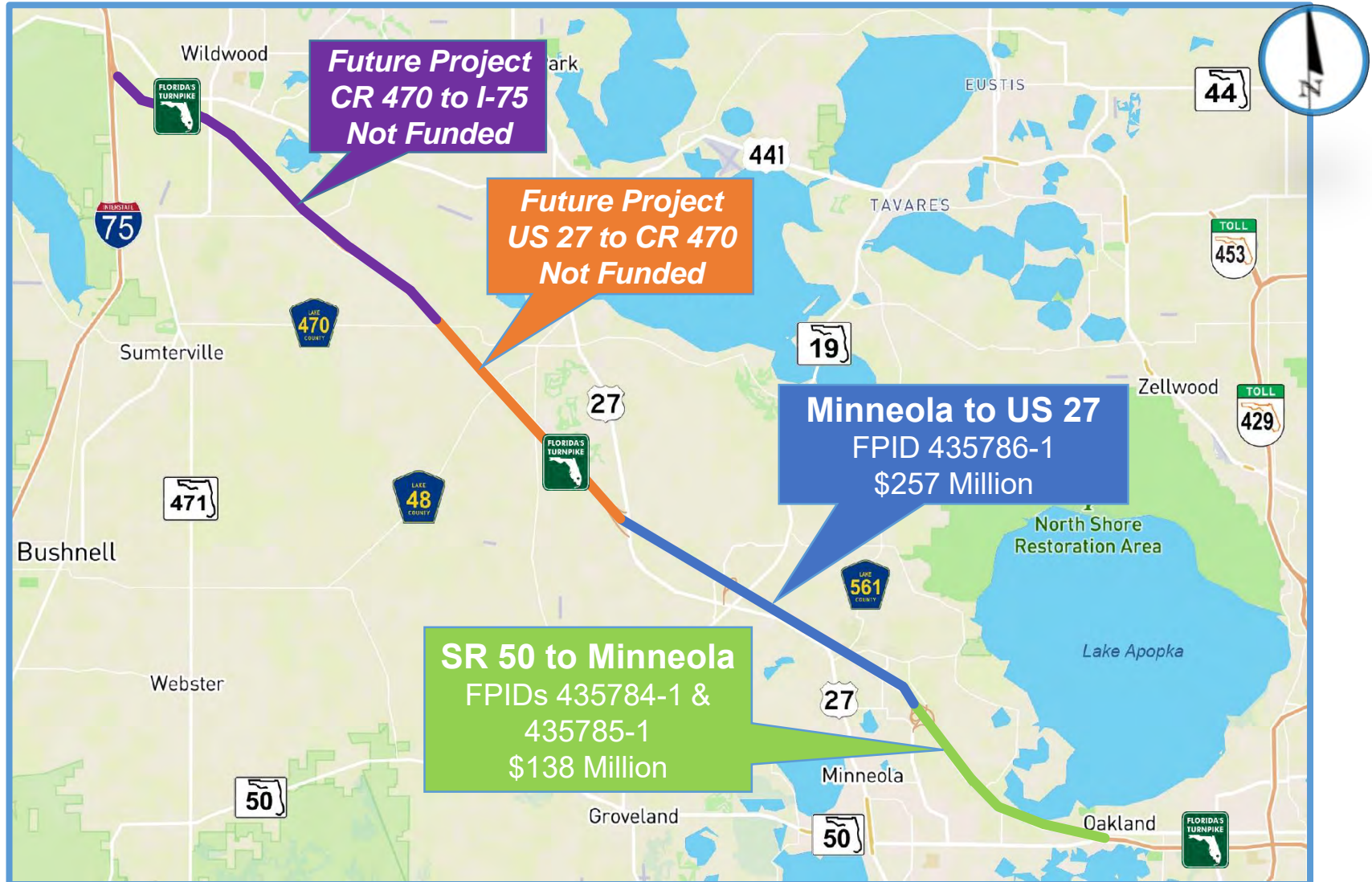
Agenda

- **Project Overview**
 - Corridor
 - Project Location
 - Schedule
- **Project Description**
- **Public Outreach**
- **Questions**

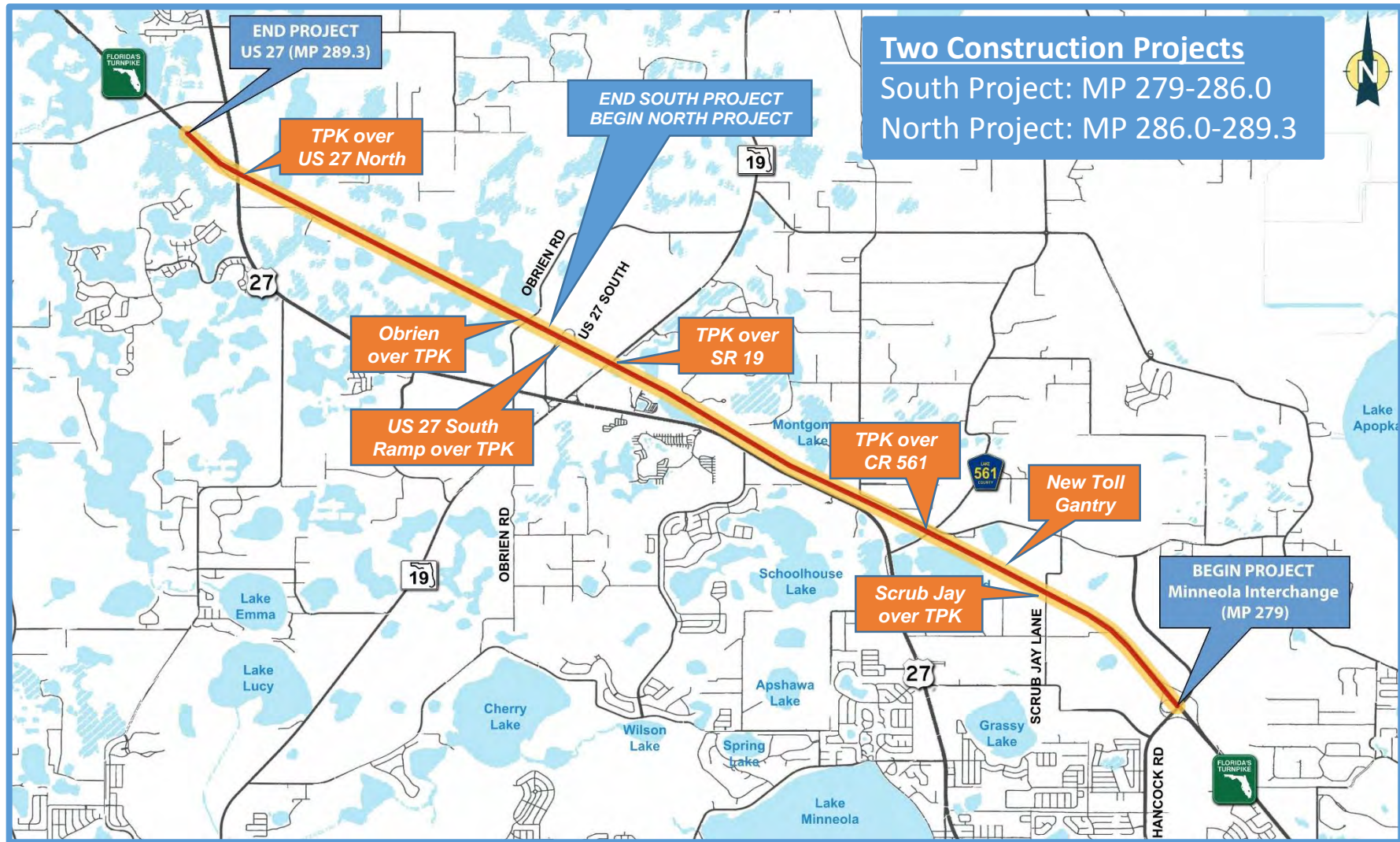




Corridor Widening Projects Along SR 91

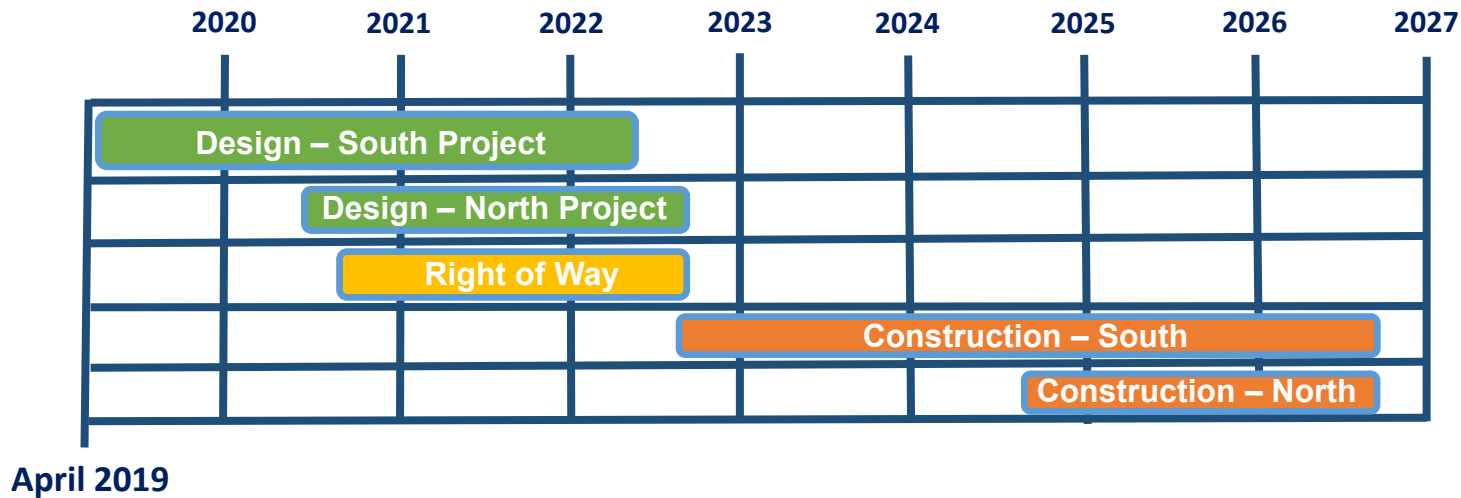


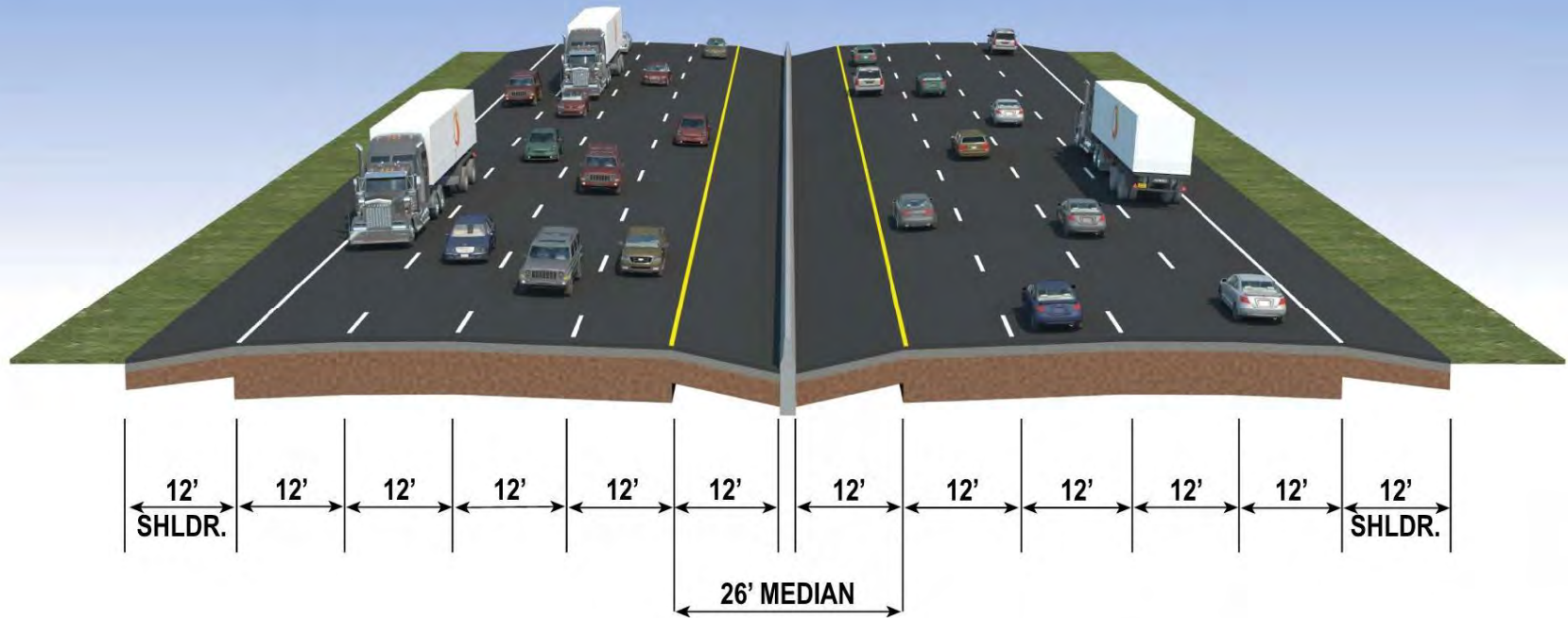
Project Location



Anticipated Schedule

- **Design**
 - South Project: Present to April 2022
 - North Project: Present to August 2022
- **Right of Way Acquisition**
 - August 2020 to August 2022
- **Construction, Fiscal Year (FY)**
 - South Project: September 2022
 - North Project: September 2024





- Widening from 4 Lanes to 8 Lanes
- Limits – Minneola Interchange to US 27 Interchange
- Length – 10 Miles of Widening
- Bridge Replacements – 6 Sites
- Right of Way Acquisition for Stormwater Ponds and Bridge Replacements

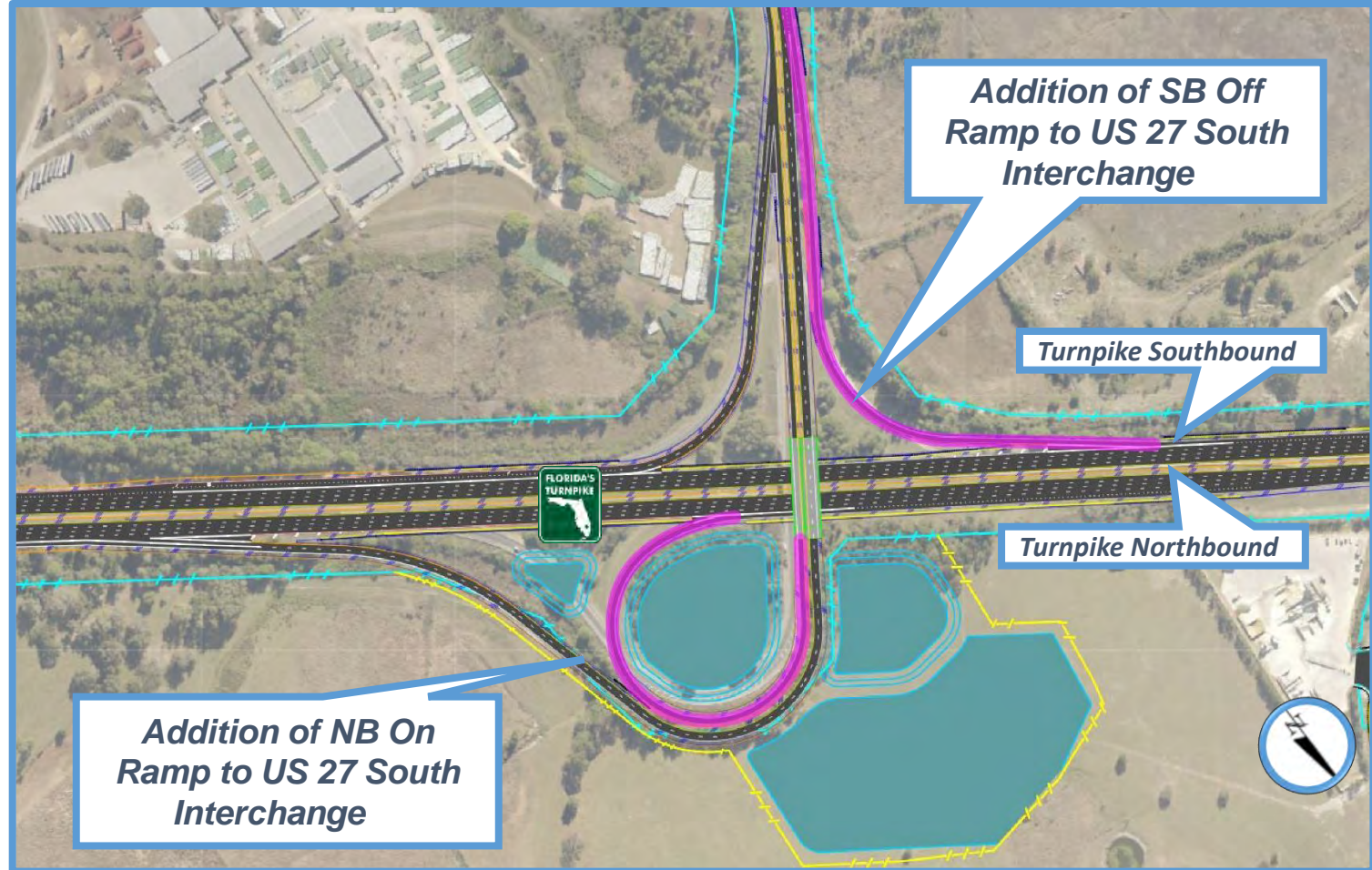
Project Description

- Add Northbound On Ramp and Southbound Off Ramp at US 27
- Relocate Ramp Tolling Point at US 27
- New All Electronic Toll (AET) Mainline Gantry North of Scrub Jay Lane



Project Description

- Add Northbound On Ramp and Southbound Off Ramp at US 27
- Relocate Ramp Tolling Point at US 27
- New All Electronic Toll (AET) Mainline Gantry North of Scrub Jay Lane

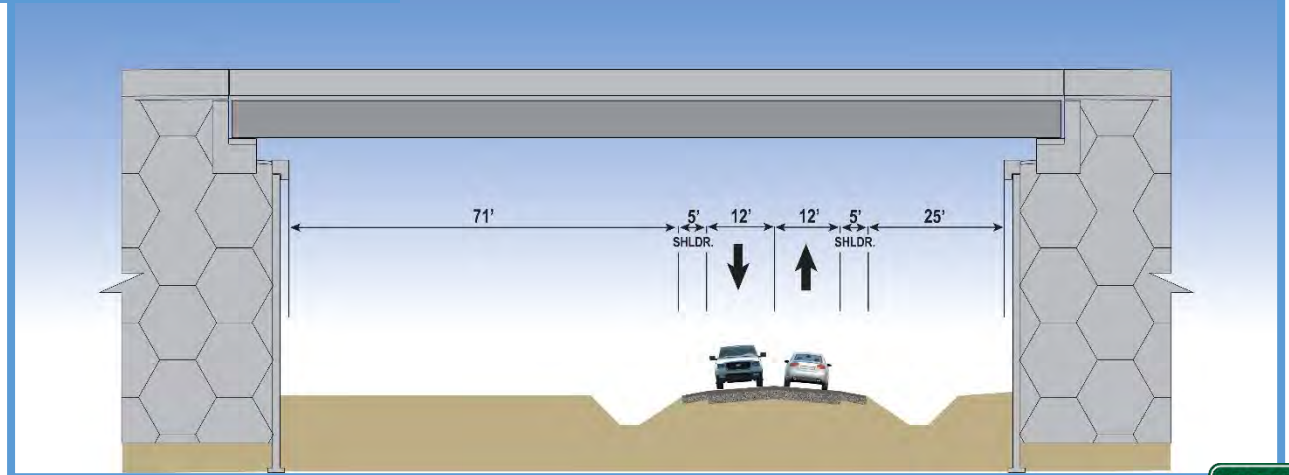


Turnpike over CR 561

Existing CR 561 Roadway Typical under Turnpike



Proposed CR 561 Roadway Typical under Turnpike

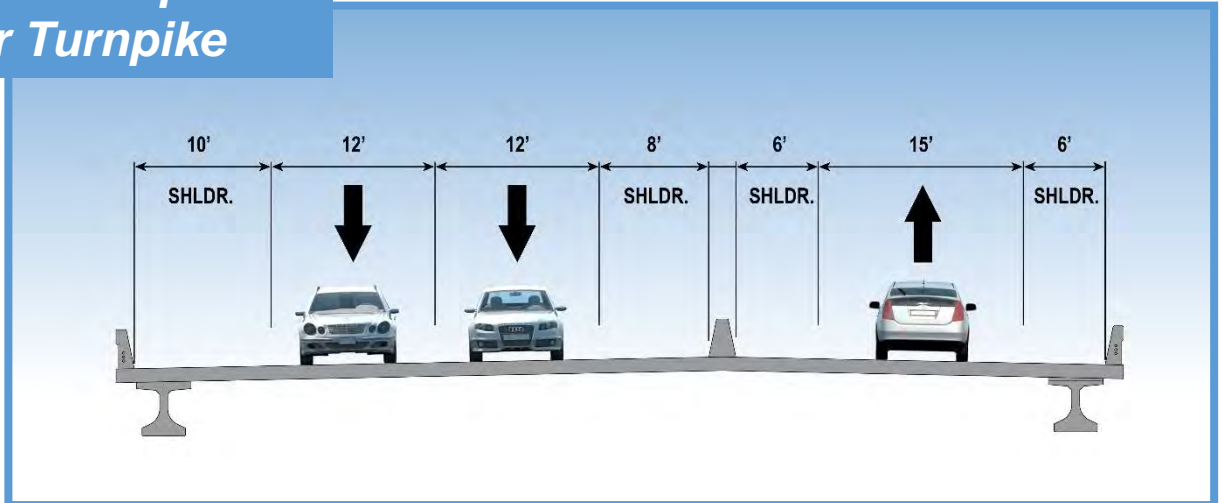


Turnpike Ramp over Turnpike

Existing Turnpike Ramp Bridge Typical over Turnpike



Proposed Turnpike Ramp Bridge Typical over Turnpike

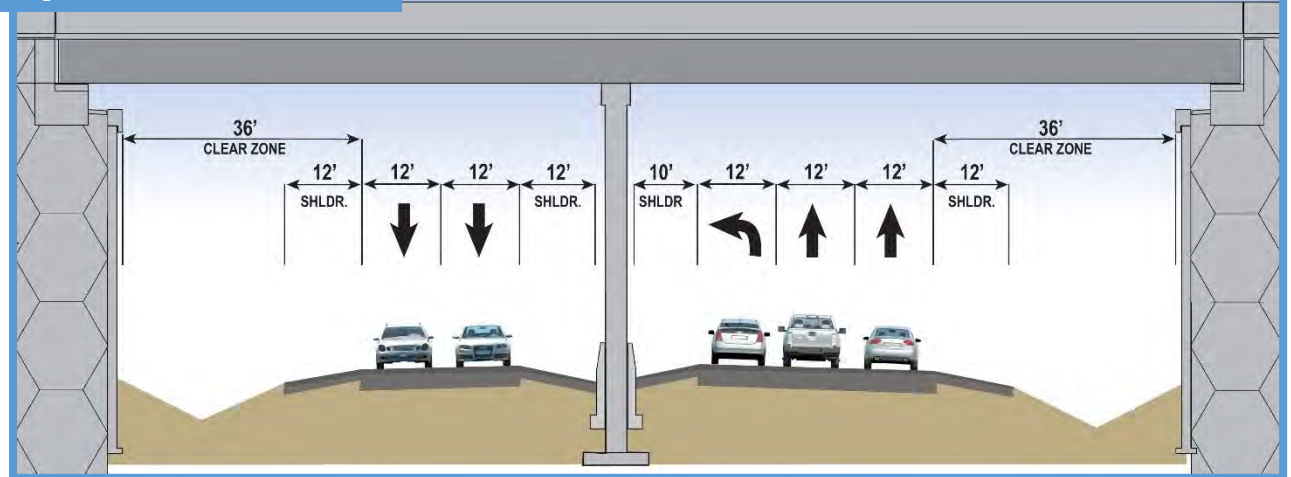


Turnpike over US 27

Existing US 27 Roadway Typical under Turnpike



Proposed US 27 Roadway Typical under Turnpike



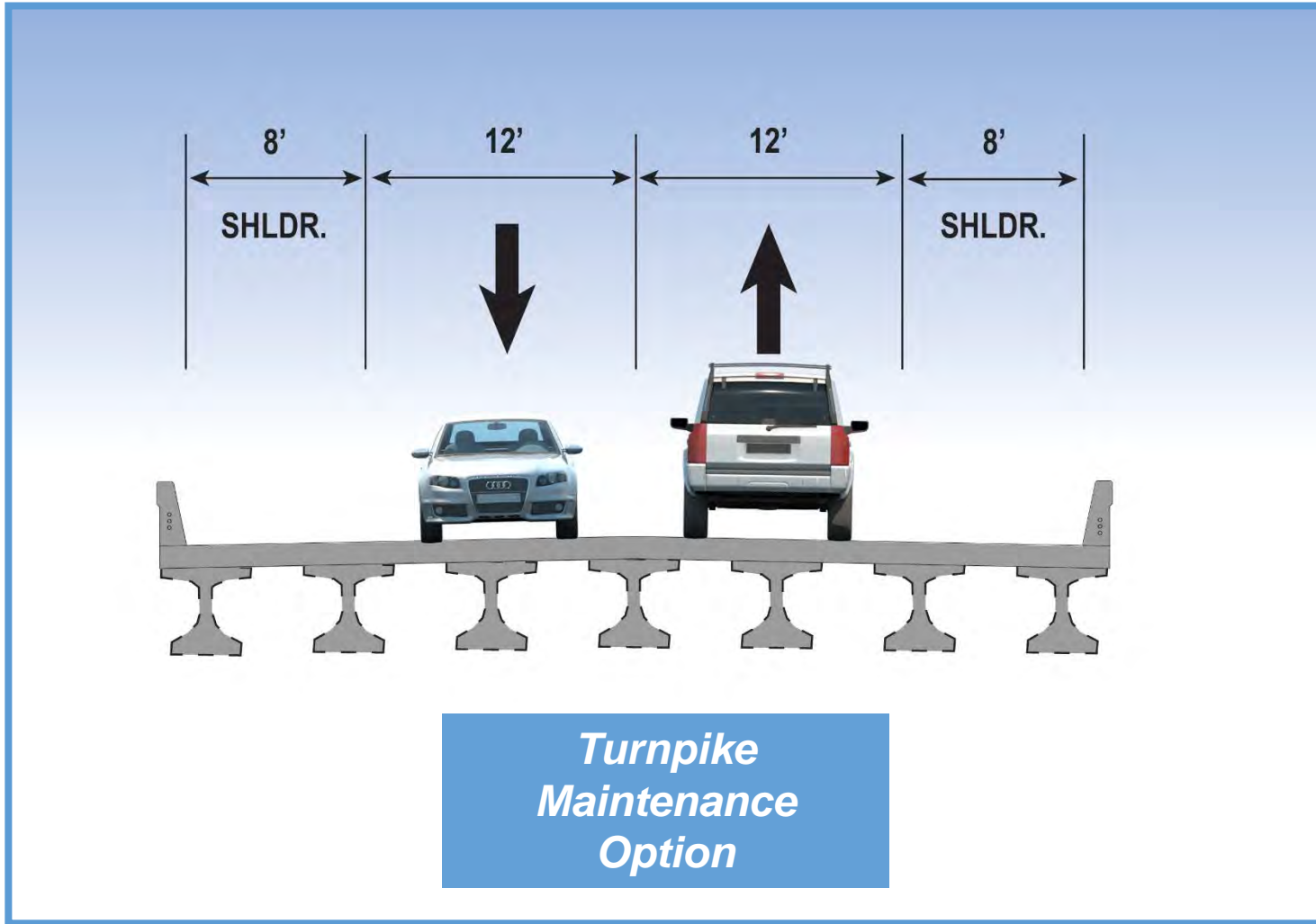
Scrub Jay Lane over Turnpike

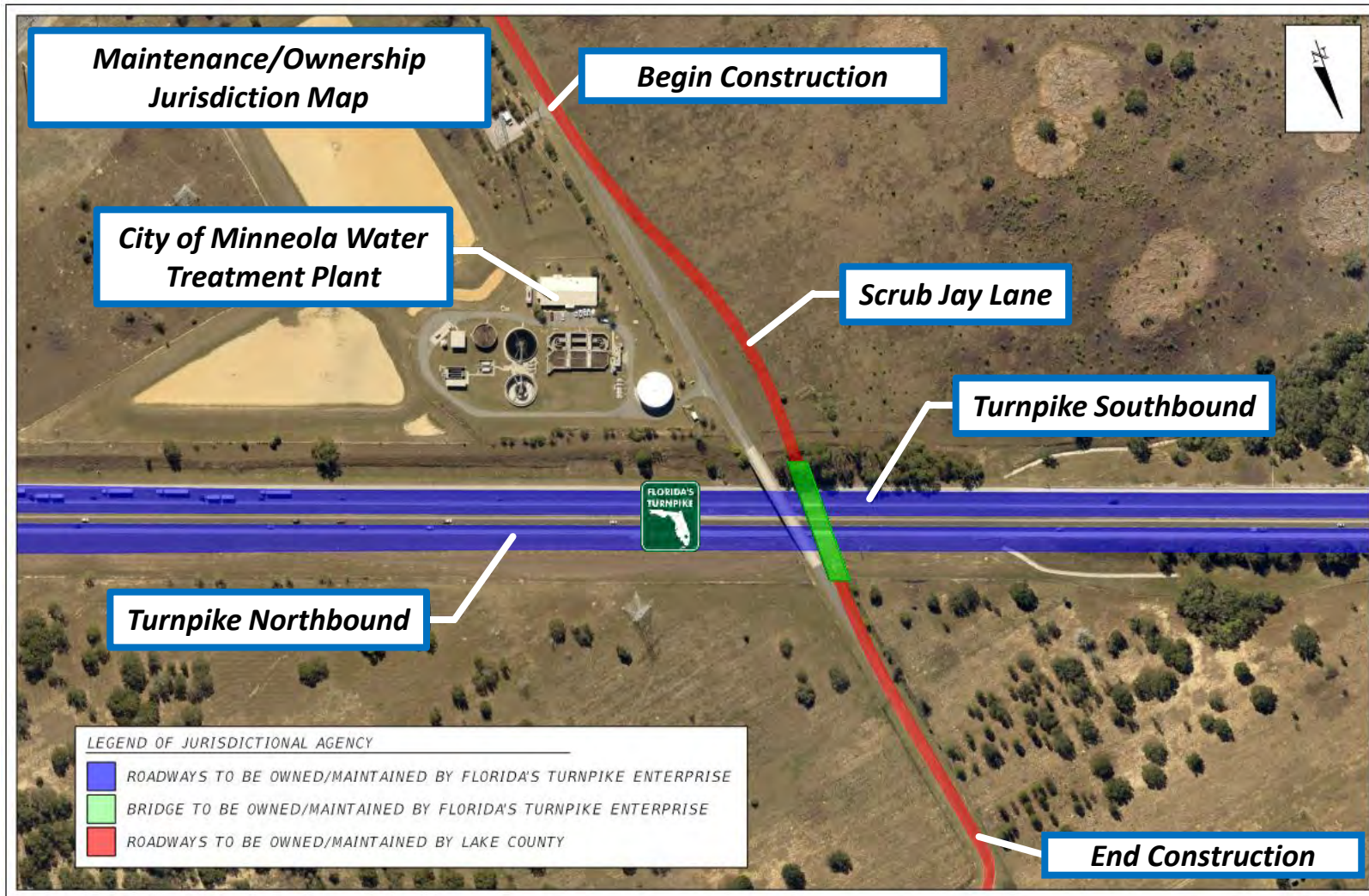


Existing Scrub Jay Lane Bridge Typical over Turnpike

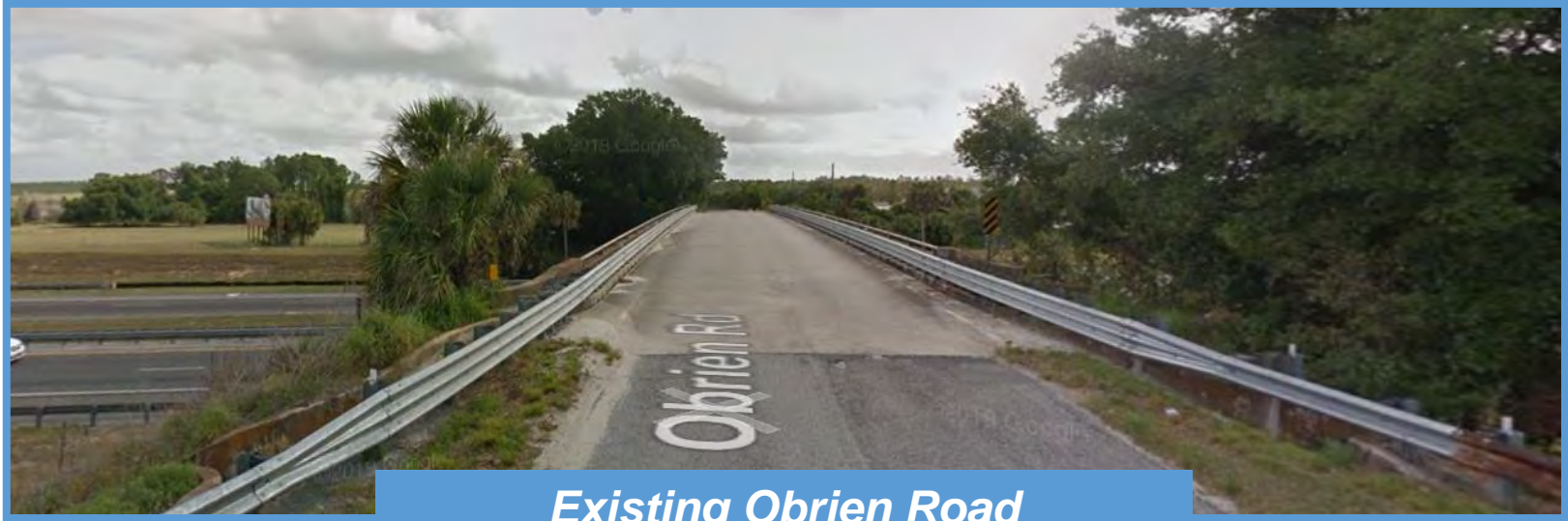


Typical Section – Scrub Jay Lane

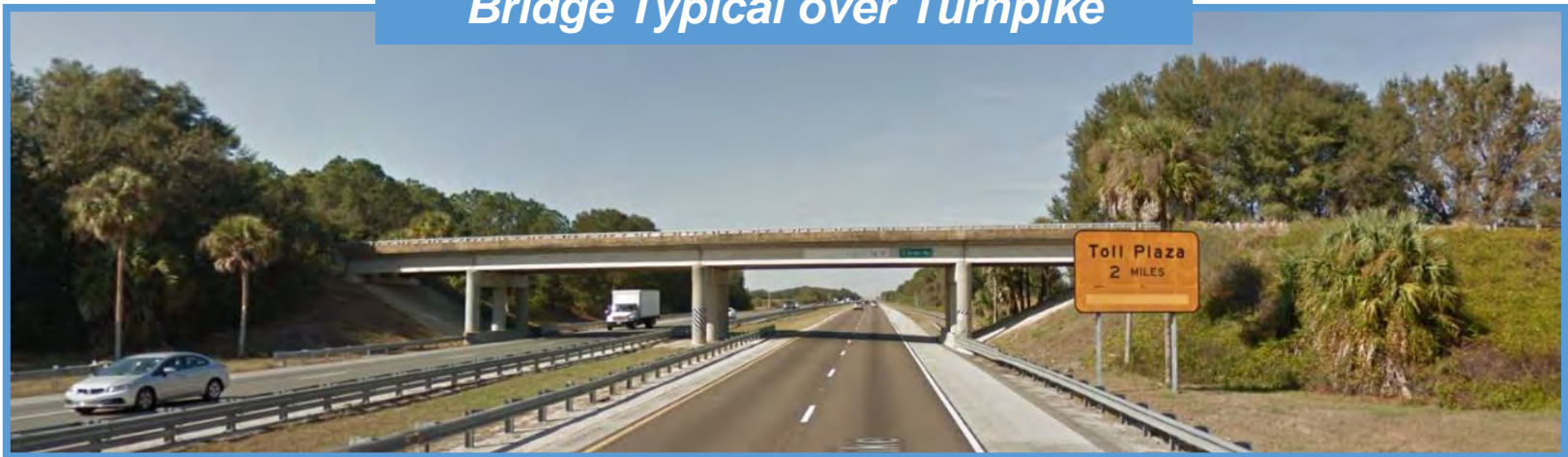




Obrien Road over Turnpike

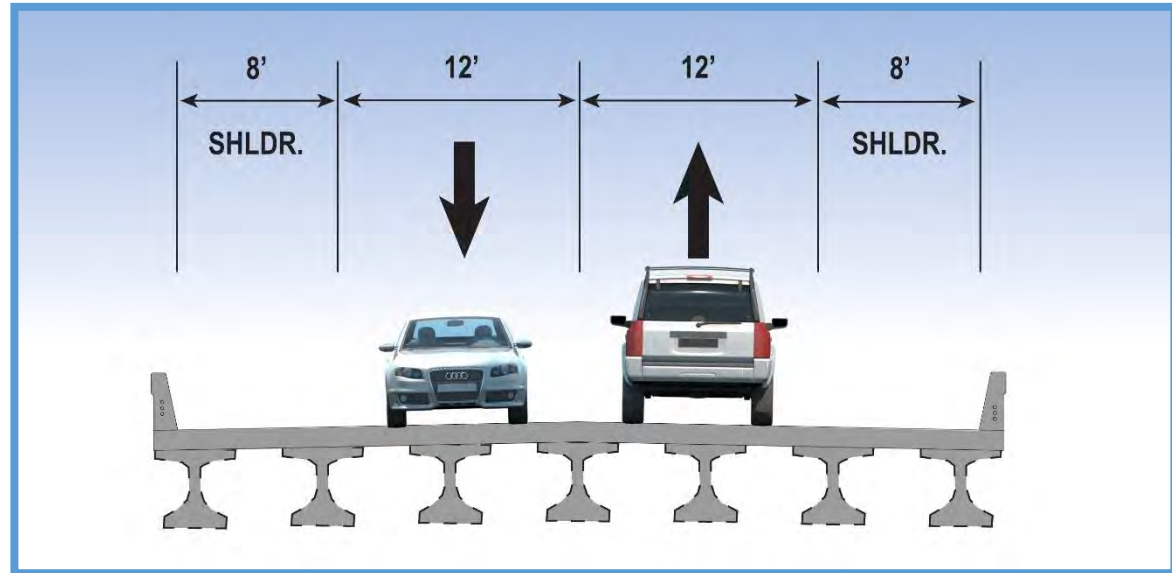


*Existing Obrien Road
Bridge Typical over Turnpike*

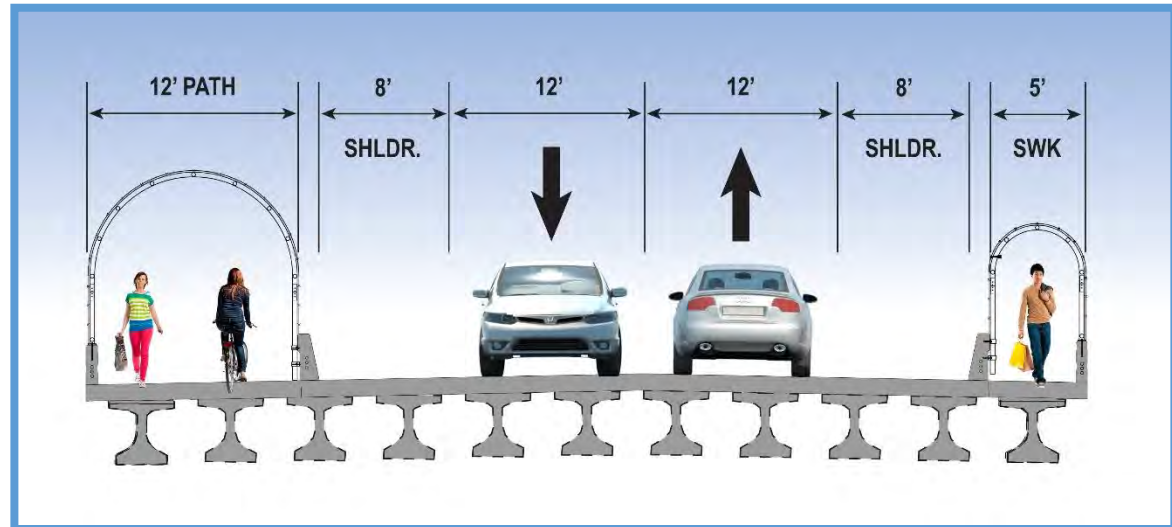


Typical Sections – Obrien Road

Alternative 1
Turnpike
Maintenance
Option



Alternative 2
City of Groveland
Maintenance
Option



Obrien Road Alignment Shifted with Detour



Obrien Road Detour Options

• Benefits of Detour

- Reduced Construction Schedule from 24 Months to 12 Months
- Improve Work Zone Safety
- Reduce Construction Cost & Right of Way Impacts





Public Outreach

Public Meetings

- PD&E Alternative Displayed at the **6/2/16** Public Hearing Held at Minneola City Hall
- Virtual Public Meeting to be Held **August 13, 2020 5:30-7:30pm**
- Project Website - **www.TurnpikeMinneolatoUS27.com**



LAKE COUNTY
FLORIDA

Lake-Sumter
mpo
Metropolitan
Planning Organization

Community Awareness of Construction

- Advanced Signage Placed Prior to Closure of Obrien Road
- Continue Communication with City of Groveland and Lake County
- Communicate with Property Owners and Businesses
- Communicate with Stakeholders Via a Project Website, Email and Newsletters



Questions

MPO Liaison for Florida's Turnpike
Enterprise: Siasosi Fine
Email: SiasosiFine@dot.state.fl.us

Project Manager for Florida's Turnpike
Enterprise (HNTB): Anil Sharma, PE
Email: Anil.Sharma@dot.state.fl.us





Project Status Report as of May 17, 2020

LAKE						
SR 46 from west of US 441 to Round Lake Road (Wekiva Parkway Sections 3A and 3B)						
FIN #	238275-2-52-01, 238275-3-52-01					
CONTRACT #	T5589					
Conventional Pay Item						
PROJECT DESCRIPTION: The project includes an at-grade intersection of U.S. 441 and State Road (S.R.) 46, with a grade separated flyover from southbound U.S. 441 to eastbound S.R. 46. The project also includes the reconstruction of S.R. 46 into a six-lane divided controlled access roadway.						
		TIME	COST			
CONTRACTOR:	GLF Construction Corporation	LET DATE:	6/14/2017	ORIGINAL:	850	\$32,839,302.36
FED. AID #:	8886919A	NTP:	8/01/2017	CURRENT:	989	\$33,661,002.17
FUND TYPE	Construction	TIME BEGAN:	10/30/2017	ELAPSED:	898	\$32,344,635.12
		WORK BEGAN:	10/30/2017	% ORIGINAL:	105.65%	98.49%
		EST. COMPLETION:	Fall 2020	% TO DATE:	90.80%	96.09%
CONTACT		PHONE		EMAIL		
CEI PROJECT ADMINISTRATOR		Scott Moffatt		C: 321-624-8861 smoffatt@rkk.com		
FDOT PROJECT MANAGER:		Eric Jagggers		O: 352-326-7715 C:352-459-9751 eric.jagggers@dot.state.fl.us		
CONTRACTOR'S PROJECT MANAGER:		Kevin Wishnacht		C: 407-955-1944 kwishnacht@qlfusa.com		

LAKE						
SR 19 over Little Lake Harris Bridge # 110026						
FIN #	238319-2-52-01					
CONTRACT #	E5Y62					
Design Build						
PROJECT DESCRIPTION: Design and construction of State Road (S.R.) 19 over Little Lake Harris Bridge #11026 from Savage Circle to north of Hickory Points.						
		TIME	COST			
CONTRACTOR:	Leware Construction Co. of Florida	LET DATE:	3/21/2017	ORIGINAL:	950	\$22,219,000.00
FED. AID #:	00B5025B	NTP:	6/15/2017	CURRENT:	1,076	\$22,351,915.67
FUND TYPE	Design Build	TIME BEGAN:	6/15/2017	ELAPSED:	1,068	\$21,027,279.77
		WORK BEGAN:	6/15/2017	% ORIGINAL:	112.42%	94.64%
		EST. COMPLETION:	Summer 2020	% TO DATE:	99.26%	94.07%
CONTACT		PHONE		EMAIL		
CEI PROJECT ADMINISTRATOR		David Smith		O: 352-324-6472 C: 407-948-3946 dsmith@metriceng.com		
FDOT PROJECT MANAGER:		Eric Jagggers		O: 352-326-7715 C: 352-459-9751 eric.jagggers@dot.state.fl.us		
CONTRACTOR'S PROJECT MANAGER:		Jeremy Welch		O:352-787-1616 C:352-516-7248 jwelch@lewarecc.com		

LAKE AND SEMINOLE COUNTIES						
SR 429/46 from west of Old McDonald Road to east of Wekiva Park Road (Wekiva Parkway Section 6)						
FIN #	238275-7-52-01					
CONTRACT #	E5Y47					
Design Build						
PROJECT DESCRIPTION: Design 5.5 miles of limited access toll road largely along the existing State Road 46 corridor from west of Old MacDonald Road to east of Wekiva Park Road. The project will include designing: an additional non-tolled, service road for local travel; a new, higher-profile bridge that is aesthetically pleasing over the Wekiva River; and, three wildlife bridges to allow animals to pass safely between the Seminole State Forest, Rock Springs Run State Reserve and Lower Wekiva River Preserve.						
		TIME	COST			
CONTRACTOR:	Superior Construction Co. Southeast	LET DATE:	3/22/2017	ORIGINAL:	1,270	\$234,544,468.00
FED. AID #:	3141036P	NTP:	6/27/2017	CURRENT:	1,425	\$232,753,924.23
FUND TYPE	Design Build	TIME BEGAN:	10/18/2017	ELAPSED:	1,056	\$178,088,819.27
		WORK BEGAN:	10/18/2017	% ORIGINAL:	83.15%	75.93%
		EST. COMPLETION:	Late Fal 2020	% TO DATE:	74.11%	76.51%
CONTACT		PHONE		EMAIL		
CEI PROJECT ADMINISTRATOR		Arnaldo Larrazabal		C: 786-205-2699 arnaldo.larrazabal@rsandh.com		
FDOT PROJECT MANAGER:		Rick Vallier		O: 386-943-5283 C: 386-846-4149 rick.vallier@dot.state.fl.us		
CONTRACTOR'S PROJECT MANAGER:		Jeremy Andrews		C: 904-509-0868 jandrews@superiorfla.com		

Project Status Report as of May 17, 2020

LAKE						
CR 46A Realignment from SR 46 to North of Arundel Way (Wekiva Parkway Section 5)						
FIN #	238275-8-52-01					
CONTRACT #	T5582					
Conventional Pay Item						
PROJECT DESCRIPTION: Design the non-tolled relocation of CR 46A out of the Seminole State Forest for 2.5 miles from north of Arundel Way to connect to State Road 429 east of Camp Challenge Road.						
					TIME	COST
CONTRACTOR:	Halifax Paving, Inc	LET DATE:	2/22/2017	ORIGINAL:	650	\$9,883,549.93
FED. AID #:	8886602A	NTP:	5/09/2017	CURRENT:	756	\$9,892,004.75
FUND TYPE	Construction	TIME BEGAN:	6/13/2017	ELAPSED:	837	\$9,568,165.64
		WORK BEGAN:	6/13/2017	% ORIGINAL:	128.77%	96.81%
		EST. COMPLETION:	Late Spring 2020	% TO DATE:	110.71%	96.73%
CONTACT						
PROJECT ADMINISTRATOR		Kim Navarro		PHONE		EMAIL
		O: 407-482-7829				kim.navarro@dot.state.fl.us
CONTRACTOR'S PROJECT MANAGER:		Steve Blair		O: 386-676-0200 C: 386-547-3422		hpi-steve@cflrr.com

LAKE COUNTY						
SR 33 Over Green Swamp Bridge						
FIN #	433860-1-52-01 and 436127-1-52-01					
CONTRACT #	T5637					
CONSTRUCTION LUMP SUM						
PROJECT DESCRIPTION: Replace the existing bridge on SR 33 over Green Swamp in Clermont, milling and resurfacing of approaches. The project also will create a southbound left-turn lane from S.R. 33 to CR 561.						
					TIME	COST
CONTRACTOR:	Leware Construction Company of Florida	LET DATE:	10/31/2018	ORIGINAL:	165	\$3,244,000.00
FED. AID #:	3512030P	NTP:	1/15/2019	CURRENT:	594	\$6,480,176.27
FUND TYPE	Construction	TIME BEGAN:	2/14/2019	ELAPSED:	356	\$2,744,015.93
		WORK BEGAN:	5/28/2019	% ORIGINAL:	215.76%	84.59%
		EST. COMPLETION:	Early 2021	% TO DATE:	59.93%	42.34%
CONTACT						
CEI PROJECT ADMINISTRATOR		Elie Assi		PHONE		EMAIL
		O: 352-326-7745 C: 904-237-9296				eassi@eismanrusso.com
FDOT PROJECT MANAGER:		Karen Madrid		O: 352-326-7767		karen.madrid@dot.state.fl.us
CONTRACTOR'S PROJECT MANAGER:		Bob Eison		O: 352-267-6303 C: 352-787-1616		beison@lewarecc.com

LAKE						
SR 44 from west of CR 437 to Volusia County Line						
FIN #	437348-1					
CONTRACT #	T5634					
Conventional Pay Item						
PROJECT DESCRIPTION: Mill and resurface SR 44 from west of CR 437 to west of the Volusia County line.						
					TIME	COST
CONTRACTOR:	P&S Paving Inc.	LET DATE:	1/30/2019	ORIGINAL:	350	\$7,052,424.55
FED. AID #:	D518030B	NTP:	4/02/2019	CURRENT:	424	\$7,054,816.59
FUND TYPE	Construction	TIME BEGAN:	4/15/2019	ELAPSED:	400	\$6,936,374.28
		WORK BEGAN:	4/15/2019	% ORIGINAL:	114.29%	98.35%
		EST. COMPLETION:	Summer 2020	% TO DATE:	94.34%	98.32%
CONTACT						
CEI PROJECT ADMINISTRATOR		Jim Owens		PHONE		EMAIL
		C: 352-792-8742				jowens@eismanrusso.com
FDOT PROJECT MANAGER:		Karen Madrid		O: 352-326-7767		karen.madrid@dot.state.fl.us
CONTRACTOR'S PROJECT MANAGER:		Kirsten Berg		O: 386-258-7911 C: 574-335-9398		kberg@pandspavinginc.com



Outside Consultant
In-House Construction
Maintenance

Project Status Report as of May 17, 2020

LAKE						
SR 19 (Bay Street) from west of Norton Avenue to Lake Saunders Drive						
FIN #	439138-1					
CONTRACT #	E5Z92					
Payment type (lump sum or conventional)						
PROJECT DESCRIPTION: Mill and reusface SR 19 (Bay Street) from west of Norton Avenue to Lake Saunders Drive						
					TIME	COST
CONTRACTOR:	D.A.B. Constructors, Inc.	LET DATE:	11/05/2019	ORIGINAL:	360	\$3,448,888.88
FED. AID #:		NTP:	1/10/2020	CURRENT:	361	\$3,448,888.88
FUND TYPE		TIME BEGAN:	3/10/2020	ELAPSED:	63	\$397,499.78
		WORK BEGAN:	3/10/2020	% ORIGINAL:	17.50%	11.53%
		EST. COMPLETION:	Early 2021	% TO DATE:	0.28%	0.00%
CONTACT			PHONE		EMAIL	
CEI PROJECT ADMINISTRATOR		Jim Owens	C: 352-792-8742		jowens@eismanrusso.com	
FDOT PROJECT MANAGER:		Karen Madrid	O: 352-326-7767		karen.madrid@dot.state.fl.us	
CONTRACTOR'S PROJECT MANAGER:		Lysle Tower			lyslet@dabcon.com	

LAKE						
Lake Wekiva Trail from County Road 435 to State Road 46						
FIN #	430975-5					
CONTRACT #	T5652					
PROJECT DESCRIPTION: Build section 4B (2.6 miles) from CR 435 to SR 46						
					TIME	COST
CONTRACTOR:	Southland Construction, Inc.	LET DATE:	12/04/2019	ORIGINAL:	290	\$2,616,100.01
FED. AID #:		NTP:	1/03/2020	CURRENT:	290	\$2,616,100.01
FUND TYPE		TIME BEGAN:	3/4/2020	ELAPSED:	74	\$748,238.39
		WORK BEGAN:	3/4/2020	% ORIGINAL:	25.52%	28.60%
		EST. COMPLETION:	Fall 2020	% TO DATE:	0.34%	0.00%
CONTACT			PHONE		EMAIL	
CEI PROJECT ADMINISTRATOR		Jim Owens	C: 352-792-8742		jowens@eismanrusso.com	
FDOT PROJECT MANAGER		Eric Jagggers	O: 352-326-7715 C: 352-459-9751		eric.jagggers@dot.state.fl.us	
CONTRACTOR'S PROJECT MANAGER		Bill Bierman				



Outside Consultant
In-House Construction
Maintenance

**Florida Department of Transportation/Turnpike Enterprise
Lake and Sumter Counties
CONSTRUCTION IN PROGRESS**

Financial Project ID: 441322-1

**ALL-ELECTRONIC TOLLING (AET) NORTHERN COIN CONVERSION FLORIDA'S
TURNPIKE MAINLINE/SR 91 FROM MILEPOST 236 TO MILEPOST 309**

- Northbound and southbound Florida's Turnpike between Milepost 285 and Milepost 287 (south of the Leesburg Plaza)
 - Estimated Completion: Spring 2021
 - Contractor: Ranger Construction
 - Project Cost: \$17.5 million
 - **LANE CLOSURES:** Overnight single lane closures (10 PM to 6 AM) and Daytime shoulder closures (7 AM to 5 PM) through the weekdays