



## Central Florida Regional Planning Council

### Agenda

**May 13, 2015**

**Hardee County Commission Chambers**

**412 West Orange Street**

**Wauchula, FL 33873**

**9:30 a.m.**

#### **CALL TO ORDER** – Chairman Buddy Mansfield

- Invocation
- Pledge of Allegiance
- New Member Oath of Office
- Roll Call
- Announcements

#### **AGENDA ITEM #1 PUBLIC COMMENTS**

#### **AGENDA ITEM #2 COUNCIL ADMINISTRATION**

- A. April 8, 2015 Council Meeting Minutes
- B. April Financial Report

- Action Recommended: Approval
- Exhibit #2: A. Minutes  
B. Financial Report

#### **AGENDA ITEM #3 CERTIFICATION OF TRANSPORTATION DISADVANTAGED (TD) LOCAL COORDINATING BOARD (LCB) MEMBERSHIP FOR HARDEE HIGHLANDS AND OKEECHOBEE COUNTIES**

The TD Commission requires recertification when changes occur in the LCB membership.

- Action Recommended: Certify Membership
- Exhibit #3: Updated List of Local Coordinating Board Members

**DeSoto Hardee Highlands Okeechobee & Polk Counties**

**AGENDFA ITEM #4 JOINT PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION TO RECEIVE EMERGENCY STOPGAP STATE TRANSIT FUNDING FOR THE SEBRING-AVON PARK URBANIZED AREA**

The Florida Department of Transportation is entering into a Joint Participation Agreement (JPA) with the Council to provide State Discretionary Transit Funds to the Council as an emergency stopgap funding measure for the Sebring-Avon Park Urbanized Area. These funds will help maintain public transportation services in the urbanized area of Highlands County.

- Action Recommended: Adopt Resolution 2015-5A
- Exhibit #4: Resolution 2015-5A

**AGENDA ITEM #5 RECOMMENDATION FOR COMMUNITY TRANSPORTATION COORDINATOR (CTC) FOR HARDEE, HIGHLANDS AND OKEECHOBEE COUNTIES**

On May 7, 2015 staff will complete a Request for Proposal process for recommending the Community Transportation Coordinator for Hardee, Highlands and Okeechobee. The Council will forward their recommendation to the Transportation Disadvantaged (TD) Commission for final approval.

- Action Recommended: Adopt Resolution 2015-5B
- Exhibit #5: Resolution 2015-B (Results of May 7<sup>th</sup> meeting will be emailed to Council)

**AGENDA ITEM#6 FORMATION OF HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)**

The Heartland Regional Transportation Planning Organization (HRTPO) officially formed on April 29, 2015 at a meeting in Sebring. Two actions of the HRTPO require action by CFRPC.

A. The HRTPO approved a Staff Services Agreement with the Central Florida Regional Planning Council to provide Administrative and Technical Assistance and manage the Grant funds which will pay for Tasks in the Unified Planning Work Program (UPWP).

- Action Recommended: Approve entering into a Staff Services Agreement with the Heartland Regional Transportation Planning Organization authorizing the Chairman to execute Agreement
- Exhibit #6A: Proposed Staff Services Agreement with HRTPO and the UPWP for FY2014-15 through FY 2015-16

B. The HRTPO approved a Resolution to enter into a Joint Participation Agreement (JPA) for Intergovernmental Coordination and Review (ICAR) and Public Transportation Coordination. These are functions that Regional Planning Councils are responsible for in Florida. The parties are the HRTPO, FDOT, Sebring Airport Authority, Southwest Florida Regional Planning Council and CFRPC.

- Action Recommended: Approve Resolution 2015-5C
- Exhibit #6B: Resolution 2015-5C - Intergovernmental Coordination and Review (ICAR) and Public Transportation Coordination Joint Participation Agreement (JPA)

**AGENDA ITEM #7 LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)  
CONTRACT FOR FY 2015-16**

This is a reoccurring contract to support the LEPC District 7. The Local Emergency Planning Committee is made up of first responders from cities and counties in the five county region, as well as first responders from private businesses. The contract work begins July 1, 2015.

- Action Recommended: Approve LEPC Contract and Authorize Chairman's Signature
- Exhibit #7: Contract Scope of Services

**AGENDA ITEM #8 UPDATE ON LOCAL PLANNING SERVICES**

Staff will update the Council on current local planning services and projects.

- Action Recommended: Information Only
- Exhibit: None

**AGENDA ITEM #9 PRESENTATION ON THE COUNCIL'S BUDGET PREPARATION  
PROCESS**

In preparation for the June meeting where a new budget will be adopted, staff will present an overview of the CFRPC budget process.

- Action Recommended: Information Only
- Exhibit: None

**AGENDA ITEM #10 LEGISLATIVE WRAP-UP**

The Executive Director will update the Council on legislation passed in this year's session affecting Regional Planning Councils.

- Action Recommended: Information Only
- Exhibit: None

**AGENDA ITEM #11 EXECUTIVE DIRECTOR'S REPORT**

The Executive Director will report on current work activities.

- A. Florida Regional Councils Association Update
- B. Programs Update
- C. Other Activities

- Action Recommended: Information Only
- Exhibit: None

## **AGENDA ITEM #12 OTHER BUSINESS**

- A. Set date, time, and location for next meeting.
- B. Other Business

## **ADJOURN**

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record (Florida Statute 286.0105). The Central Florida Regional Planning Council conducts business in accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Patricia M. Steed, Executive Director, 555 E. Church Street, Bartow, FL 863-534-7130 x 130 within two working days of receipt of this notification.” If hearing impaired call: (TDD) 1-800-955-8771 or voice impaired call: 1-800-955-8770 via Florida Relay Service.



**Central Florida Regional Planning Council**  
**April 8, 2015**  
**Chain of Lakes Complex, Poolside Room**  
**210 Cypress Gardens Boulevard, Southwest**  
**Winter Haven, FL 33880**  
**9:30 a.m.**

**Meeting Minutes**

Chairman Buddy Mansfield called the meeting to order at 9:30 a.m. Norman White led the Council in prayer. The Council Pledged Allegiance to the Flag. Roll was called and the following members were present.

CFRPC Chairman Commissioner Buddy Mansfield, DeSoto County  
City Councilman Joe Fink, City of Arcadia  
Jackie Tucker, DeSoto County Gubernatorial Appointee  
Commissioner Mike Thompson, Hardee County  
City Councilwoman Neda Cobb, City of Wauchula  
Commissioner Don Elwell, Highlands County  
Commissioner Bryant Culpepper, Okeechobee County  
City Commissioner, Mike O'Connor, City of Okeechobee  
Commissioner Melony Bell, Polk County  
City Commissioner Pat Huff, City of Bartow and Ridge League of Cities  
City Commissioner, J.P. Powell, Winter Haven  
Tom Cookingham, DeSoto County Planning Director, Ex-officio  
Todd Miller, Hardee County Planning Director, Ex-officio  
Tom Dearnorff, Polk County Director of Growth Management, Ex-officio  
Jim Golden, Southwest Florida Water Management District, Ex-officio

Members absent:

CFRPC Vice-Chairman, Commissioner Edie Yates, City of Lakeland  
Chet Huddleston, Hardee County Gubernatorial Appointee  
City Councilman Bud Whitlock, Sebring  
Dr. Marshall Goodman, Polk County Gubernatorial Appointee  
Bill Royce, Okeechobee County Planning Director, Ex-officio  
Jennifer Stults, Florida Department of Transportation, Ex-officio  
Gina Reynolds, Florida's Heartland Regional Economic Development Initiative, Ex-officio  
William Graf, South Florida Water Management District, Ex-officio  
Mary Yeargan, Department of Environmental Protection, Ex-officio

## **Announcements**

Pat Steed thanked Councilmember and Winter Haven Mayor, JP Powell for hosting the Council Meeting in Winter Haven.

Exhibiting an award, Ms. Steed announced that the Council was recently awarded the Heart of Florida American Planning Association Section 2014 Planning Award of Merit, for the Council's Heartland 2060 project.

Ms. Steed asked Councilmember Pat Huff to join her at the podium where she presented him with a plaque recognizing him for the four years he served as Council Chairman. She added that along with serving as Council Chairman for four years, he is the current president of the Florida Regional Councils Association (FRCA). His service as Chairman of the Council was greatly appreciated.

Pat Huff graciously accepted the plaque and stated that he enjoyed the years he served as Council Chairman.

## **AGENDA ITEM #1 PUBLIC COMMENTS**

Chairman Mansfield opened the public comment period. The public comment period was closed with no comments from the public.

## **AGENDA ITEM #2 COUNCIL ADMINISTRATION**

### **A. February 11, 2015 Council Meeting Minutes**

Chairman Mansfield asked if there were any additions, deletions or corrections to the February 11, 2015 Council Meeting Minutes.

### **MOTION**

There being none, Jackie Tucker moved to approve the Council Meeting Minutes as submitted. Pat Huff seconded.

Motion carried unanimously.

### **B. March Financial Report**

Kristen Guy, Finance Director, reviewed the Statement of Activities and Statement of Net Assets for the month ended March 31, 2015.

### **MOTION**

Melony Bell moved to approve the March 2015 Financial Report as presented. Don Elwell seconded.

Motion carried unanimously.

**AGENDA ITEM #3 HAZARDOUS MATERIALS (HAZMAT) 160 TRAINING**

Ms. Steed stated that staff had issued Requests for Qualifications and Price Proposals from trainers to instruct a HAZMAT 160 Training Course. The objective of this course is to train firefighters from each of the counties. One bid was received and it was from Cutting Edge Planning and Training, Inc. for \$17,400. Since the price came in less than expected and is within the Executive Director's authority, she will execute the contract with that company. Discussion followed.

**AGENDA ITEM #4 MULTI-FUNCTION COPIER/PRINTER LEASE AND MAINTENANCE SERVICES**

Pat Steed stated that the five year lease with Ricoh USA for the office copy machines will expire in May, 2015. Bids were solicited for two multi-functional copy machines along with lease and maintenance services. She referred to a summary of the bids that were received and stated that Boring Business Systems' bid was significantly lower than the others and they are a local, well established company.

**MOTION**

Don Elwell moved to authorize staff to enter into a three-year lease agreement with Boring Business Systems, Inc. for two multi-functional copy machines, with maintenance services. Melony Bell seconded.

Motion carried unanimously.

**AGENDA ITEM #5 10:00 A.M. PUBLIC HEARING - RIDGEWOOD LAKES DEVELOPMENT OF REGIONAL IMPACT (DRI) SUBSTANTIAL DEVIATION**

Norman White, Council Attorney, reviewed the role of the Regional Planning Council members in this DRI hearing and reviewed the Public Hearing procedures that would be followed at this hearing. The Council will consider whether, and to what extent the proposed development will impact state and regional resources. Local issues will be considered at the local level. The Council's recommendation regarding regional issues will be forwarded to the Polk County Board of County Commissioners who will make the final decision regarding this development.

Chairman Buddy Mansfield opened the Public Hearing for the Ridgewood Lakes Development of Regional Impact (DRI).

Mr. White asked anyone who intended to present factual material to stand and be sworn in.

**CFRPC Staff Overview**

Pat Steed, Executive Director of the Central Florida Regional Planning Council, reiterated that the Council is to review the development and consider its impacts on regional or State resources. Also, the Council is to consider the development's impacts on adjacent jurisdictions. It is the Council's responsibility to determine if the development order conditions being recommended in the staff report will provide appropriate mitigation of any identified impacts, other than local.

Ms. Steed stated that this DRI is a Substantial Deviation, which means the development has already gone through the DRI process and has received approval for Phase 1. This Substantial Deviation will add Phases 2 and 3.

Jennifer Codo-Salisbury, Planning and Administrative Director of the Central Florida Regional Planning Council, summarized the review process leading to the public hearing. She stated that the applicant is requesting approval of Phases 2 and 3, including the addition of approximately 2,320 acres to the original development. Phase 2 is approximately 2,137 acres located along the east side of Horse Creek and is proposed to contain a total of 5,571 residential units, 381,388 square feet of commercial/retail, and a school site, with final build-out in 2035. Phase 3 is approximately 183 acres and is proposed to contain 400 residential units with a five year build-out. Final build-out of all phases is proposed for 2040.

Ms. Codo-Salisbury presented PowerPoint slides showing the location of Phase 1 of the Ridgewood Lakes development. She stated that staff and the reviewing agencies evaluated the DRI application for issues that would impact resources of regional or State significance.

### **Applicant's Presentation**

Mark Jacobson, Planning and Development Manager for Walton Development and Management, Inc., introduced his project team and presented general information about Walton Development.

Michael Holbrook, Dewberry Engineering, provided a detailed overview of the Ridgewood Lakes proposed Phases 2 and 3. Since the original DRI development order in 1985, there have been several amendments to the project, including the Polk County Selected Area Plan (SAP), called the North Ridge SAP, which encompasses this project. He added that a permit was obtained to excavate dirt from a portion of the development site. Since Walton Development acquired the property in 2013, extensive studies to reconfirm the validity of the original project have been conducted. Mr. Holbrook showed slides of the proposed Land Use Plan.

### **CFRPC Staff Presentation**

Jennifer Codo-Salisbury stated that after a comprehensive review of the Ridgewood Lakes Substantial Deviation Application, with the recommended conditions of approval, the application was found to be consistent with the State Comprehensive Plan and the CFRPC Strategic Regional Policy Plan. The conditions were developed based upon input from the reviewing agencies and their recommended conditions. Ms. Codo-Salisbury reviewed the list of DRI questions that were addressed by the applicant in their application, after all parties agreeing to them at the March, 2014 Pre-application Meeting. She then reviewed the list of major issues found through the review of the DRI application, which were then addressed in the Recommended Development Order Conditions contained in the staff report.

Mike Gurr, Gurr Professional Services, consultant to the Central Florida Regional Planning Council, reviewed the environmental issues which were addressed in the recommended Development Order Conditions. The issues included vegetation, wildlife, water and stormwater.

Pat Steed, Executive Director of the Central Florida Regional Planning Council, reviewed the transportation issues that were addressed in the Recommended Development Order Conditions. She identified each location and reviewed the roadway and intersection improvements and explained the related conditions being recommended.

Jennifer Codo-Salisbury reviewed the education, historical and archeological sites and waste management issues that were addressed in the Recommended Development Order Conditions. She also reviewed the general conditions and the biennial report requirement proposed conditions.

### **Applicant's Response to the Staff Report**

Ron Weaver, attorney for the applicant, stated that the applicant and their project team have worked diligently and cooperatively to successfully complete the DRI review process, and provide feedback regarding the draft Recommended Development Order Conditions prepared by CFRPC staff. The applicant's team met with CFRPC staff regarding various Recommended Development Order Conditions on several occasions and has worked to insure that the conditions provide for appropriate mitigation to all regionally significant issues. Mr. Weaver added that while all the applicant's concerns have not been resolved, they are confident that those limited issues remaining will be further addressed and refined during the Polk County review process. In that regard, the applicant and the project team concurs with the Ridgewood Lakes DRI Staff Report and its Recommended Development Order Conditions. Mr. Weaver stated that he and the project team were available for questions.

J.P. Powell asked if the planned Polk Parkway extension would interfere with the Ridgewood Lakes project.

Mr. Weaver responded that they have not received any official notification that it would affect their project.

Pat Huff asked if the planned golf course on the project was originally a Walton Development and project.

Mark Jacobson, Walton Development and Management, stated that it was not originally a Walton Development project and is not currently.

With no more questions from the Council, Chairman Mansfield asked if there were any Agency Comments.

There were none.

Pat Steed stated, for clarification, that in the Recommended Development Order Conditions, CFRPC staff was not asking the applicant to produce any documentation or reports that they would not already be required to produce. The Council is requesting to be copied on certain reports, in order to fulfill its monitoring requirements.

Chairman Mansfield asked if there were any Public Comments.

There were none.

Chairman Mansfield closed the Ridgewood Lake DRI Public Hearing.

Pat Huff asked if the mining operation that was previously mentioned as taking place on the project site, was a sand mine, and if it would be closed prior to development.

Melony Bell stated that she served on the board that permitted the sand mine and the mining would be complete by the time development begins.

Pat Huff asked about the annual prescribed burns and how it would affect nearby residents of the golf course.

Matthew Miller, consultant for the applicant, responded that prescribed burns is one method of management listed. However, the largest component of managing the area would be mechanical, such as mowing and chemical treatment.

### **MOTION**

With no more discussion, Jackie Tucker moved to approve the Ridgewood Lakes Development of Regional Impact Substantial Deviation with Recommended Development Order Conditions as presented, and submit to the Polk County Board of County Commissioners. Bryant Culpepper seconded.

Motion carried unanimously.

The Council recessed for five minutes.

Chairman Mansfield called the meeting back to order.

## **AGENDA ITEM #6 TRANSPORTATION ITEMS**

### **A. Transit Grants Update**

Pat Steed distributed a chart showing the Council's public transit grants with estimated end dates. She stated that funds for Federal Transit Administration (FTA) Section 5311 Rural funds will continue through June of 2015 in Highlands County. Also FTA Section 5316 is expected to end by the first of May. The FTA Section 5310 funds will continue through the end of 2015. FTA Section 5307 funds are tied to the formation of the new Heartland Regional Transportation Planning Organization (HRTPO). Once formation occurs, funds will be eligible. She stated that staff has

continued working with FDOT to secure State Transit Discretionary Funds for the Highlands County Urbanized Area.

### **B. Status of Transportation Disadvantaged (TD) Request for Proposals (RFP)**

Ms. Steed stated that the RFP process was restarted, as reported at the last meeting, and is now on schedule. She reviewed the timeline for the selection of a TD Community Transportation Coordinator (CTC).

### **C. Status of the Heartland Regional Transportation Planning Organization (HRTPO) Formation**

Ms. Steed announced that the first meeting of the HRTPO has been scheduled for April 29, 2015, at 1:30 p.m. at the Bert J. Harris, Jr. Agricultural Center in Sebring. All six counties and two cities that will compose the HRTPO have approved their Interlocal Agreements and have appointed their representative to serve on the HRTPO Board. Meeting notices will be forthcoming. Ms. Steed stated that the CFRPC has submitted a proposed Staff Services Agreement to Highlands County that would allow the RPC to staff the HRTPO. That decision will be made by the HRTPO Board. Staff hopes to have the opportunity to provide staffing based upon work done in the six counties over the years. A HRTPO website is under construction and may be accessed at: [heartlandregionaltpo.org](http://heartlandregionaltpo.org).

### **D. Status of Long Range Transportation Plan (LRTP) for the Heartland**

Ms. Steed reported that the CFRPC has a Joint Participation Agreement with FDOT to develop the LRTP for the Heartland area. The technical work on this plan is about a year behind, so CFRPC staff has begun the process using Cambridge Systematics, who is a Continuing Consulting to the Council, for consulting services. The first meeting of the Working Group took place on March 30, 2015 in Sebring. This process usually takes two years or more but this effort must be completed within 12 months.

### **E. Florida Transportation Plan (FTP) and Strategic Intermodal System (SIS) Plan**

Ms. Steed reported that the State is updating its Florida Transportation Plan, which is a long range vision plan, as well as its Strategic Intermodal Systems(SIS) Plan. She stated that she serves on the Steering Committee for the SIS, as well as a technical committee on Innovation and Economic Development, representing the Florida Regional Councils Association, in order to give regions a voice in those decisions.

## **AGENDA ITEM #7 EXECUTIVE DIRECTOR'S REPORT**

### **A. Legislative Update**

Pat Steed stated that a Senate Bill she reported on at the last Council meeting, which would have taken all reference to Regional Planning Councils out of Florida Statutes, has been amended. The amended Bill now recommends reducing the number of RPCs from eleven to ten. The counties in the Withlacoochee Regional Planning Council would be absorbed into neighboring RPCs. Also, the allocation of \$2.5 million to the RPCs has been removed from the proposed Bill. Ms. Steed stated

that in this proposed legislation, it states that the RPCs were created by State Statute in 1980-81, which is correct. However, the CFRPC was organized and created by its five member counties by way of Interlocal Agreements officially in 1974, before the State began to fund RPCs. She added that most of what the CFRPC does is not funded by the State. It is funded by its local governments through direct planning services agreements and various federal grants. Ms. Steed also reported on the House Bill companion and stated she would keep members apprised of matters involving the CFRPC.

## **B. Florida Regional Councils Association (FRCA) Activities**

Ms. Steed highlighted the FRCA Monthly Activity Report for March, 2015. She announced that Sheri Coven, Director of Intergovernmental Affairs, is leaving FRCA for another job opportunity. FRCA will start looking for her replacement, but meanwhile, the executive directors will take on some of those duties.

## **C. Grants Update**

Ms. Steed stated that staff will be presenting detailed information on the status of the Brownfields Grants at the next Council meeting. She mentioned that the Environmental Protection Agency (EPA) selected the Council's Mulberry Health Clinic Brownfields project as one of three projects to showcase in the Southeastern Region. Also, CFRPC was awarded an implementation grant from the Department of Defense for continued work relating to the Joint Land Use Study for the Avon Park Air Force Range. The work will involve ensuring full disclosure of the Air Force Range is made prior to the sale of property adjacent or near the Range.

## **AGENDA ITEM #8 OTHER BUSINESS**

Jim Golden, Southwest Florida Water Management District, announced that the Water Management District's Land Management Rules were recently amended, and can be found on their website for anyone who would like to make public comment.

The next meeting was scheduled for May 13, 2015, in Wauchula at the Hardee County Commission Chambers at 9:30 a.m.

There being no further business, the meeting adjourned.

Respectfully submitted,

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Commissioner Buddy Mansfield, Chairman  
April 8, 2015 Council Meeting Minutes

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**  
**STATEMENT OF ACTIVITIES FY 2014-2015**  
**For the Month Ended April 30, 2015**

Exhibit #2B

UNAUDITED

March = 58%

	<u>ACCRUAL</u>	<u>ACTUAL</u>	<u>ADOPTED</u>	<u>ACCRUAL</u>
	<u>Oct 14 - Apr 15</u>	<u>Oct 14 - Apr 15</u>	<u>Budget</u>	<u>% of Budget</u>
<b>ORDINARY INCOME/EXPENSE</b>				
<b>INCOME</b>				
1 Use of Prior Year Surplus	\$ -	\$ -	\$ -	0%
2 Member Assessments	152,784	152,784	203,713	75%
3 Local Revenue	424,703	337,424	737,073	58%
4 State Revenue	44,689	36,175	142,041	31%
5 Federal Revenue	823,126	1,123,270	2,964,263	28%
6 <b>TOTAL INCOME</b>	<b>1,445,301</b>	<b>1,649,653</b>	<b>4,047,090</b>	<b>36%</b>
<b>7 EXPENSE</b>				
8 Salaries & Fringe Benefits	754,348	753,609	1,547,006	49%
9 Consultants	93,983	91,249	261,488	36%
10 Transportation for the Disadvantaged Trips	297,750	450,385	1,426,500	21%
11 BrownfieldsRLF - Pass Through	148,433	220,396	300,000	49%
12 Accounting/Payroll Services	1,765	1,770	2,000	88%
13 Advertising	2,464	2,996	3,000	82%
14 Audit	14,350	18,850	19,350	74%
15 Auto Expense	7,326	8,345	15,000	49%
16 Building Security	217	217	450	48%
17 Dues & Fees	23,561	26,855	34,000	69%
18 Equipment Expense	14,805	16,509	26,000	57%
19 File Management	2,422	2,422	4,000	61%
20 Insurance	17,546	26,424	32,000	55%
21 Janitorial/Maintenance	6,104	6,154	11,000	55%
22 Legal Fees	18,250	20,600	28,200	65%
23 Meeting Expense	2,470	2,849	5,000	49%
24 Miscellaneous	399	584	1,000	40%
25 Office Supplies	5,940	5,998	12,500	48%
26 Postage & Delivery	754	754	3,500	22%
27 Printing	3,284	3,284	3,000	109%
28 Repair & Maintenance	5,745	5,013	7,000	82%
29 Technology Supplies	7,387	11,937	13,000	57%
30 Telephone	4,994	5,017	8,000	62%
31 Travel & Registration Fees	20,823	24,243	50,000	42%
32 Utilities	4,891	5,909	10,500	47%
33 Capital Outlay - Office & Technology	8,884	8,884	20,000	44%
34 Capital Outlay - Vehicle	23,445	23,445	28,000	84%
35 Capital Outlay - TD Vehicles	-	-	175,596	0%
36 Capital Outlay - Building	-	4,067	-	0%
37 <b>TOTAL EXPENSE</b>	<b>\$ 1,492,340</b>	<b>\$ 1,748,767</b>	<b>\$ 4,047,090</b>	<b>37%</b>
38				
39 <b>INCOME OVER (UNDER) EXPENSE</b>	<b>\$ (47,038)</b>	<b>\$ (99,114)</b>	<b>\$ -</b>	

**CASH ON HAND 4/30/2015**

Checking Account + Petty Cash	\$ 379,542
<b>Cash Held in Reserve:</b>	
Money Market Account	\$ 262,430
Local Govt Investment Pool	\$ 6,277
<b>Total Cash</b>	<b>\$ 648,249</b>

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**  
**STATEMENT OF NET ASSETS**  
**April 30, 2015**

<u>UNAUDITED</u>	<u>ACCRUAL</u>
<b>ASSETS</b>	
1 <b>Cash</b>	\$    379,378
2 <b>Petty Cash</b>	164
3 <b>Accounts Receivable</b>	245,333
4 <b>Unbilled Costs</b>	53,399
5 <b>Prepaid Expenses</b>	14,882
6 <b>Fixed Assets</b>	513,437
7 <b>Funds Held in Reserve</b>	270,640
8	
9 <b>TOTAL ASSETS</b>	<u><u>\$   1,477,232</u></u>
10	
11 <b>LIABILITIES &amp; EQUITY</b>	
12	
13 <b>Liabilities</b>	
14 <b>Accounts Payable</b>	\$    105,555
15 <b>Compensated Absences Liability</b>	98,838
16 <b>Deferred Revenue</b>	64,311
17 <b>Total Liabilities</b>	<u>268,703</u>
18	
19 <b>Fund Balance</b>	1,208,529
20	
21 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>\$   1,477,232</u></u>

7. Hardee, Highlands, Okeechobee Multi County Local Coordinating Board Membership Certification

Central Florida Regional Planning Council  
P.O. Box 2089 – 555 E. Church Street  
Bartow, FL 33830

The Designated Official Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AREA/ENTITY REPRESENTED	MEMBER NAME	ALTERNATE'S NAME	TERM
Elected Official – Hardee County,	Commissioner Russell Melendy		Until Replaced
Elected Official – Highlands County Vice Chair	Commissioner Don Elwell		Until Replaced
Elected Official – Okeechobee County - Chair	Commissioner Bryant Culpepper		Until Replaced
Senior Citizen	Marilyn Hadley		Reappointed 2012
Disabled	Robert Long		Appointed 4/13
Citizen Advocate	Cameron Barnard	Wanda Klesper	Appointed 10/14
Citizen Advocate	Vacant		Appointed 12/09
Veteran Services	Elizabeth Grinslade	Larry Pelton 1 <sup>st</sup> ,	On-going
Community Action	Vacant		
Public Education	Vacant		Appointed 12/09
FL. Dept. of Transportation	Jan Parham	Michelle Peronto	On-going
Dept. of Children & Families	Laura Antoine	Bob McPartlan	On-going
Vocational Rehabilitation (Dept. of Education)	Pat Napper	Cathy Viggiano	On-going
FL. Department of Elder Affairs	Joan Cecil	Dalia Dillon 1 <sup>st</sup> alt. Kevin Gilds, 2 <sup>nd</sup> alt.	On-going
Medicaid (Agency for Health Care Administration)	Kelly Martes	James Callaway	On-going
Early Childhood	Vacant		
CareerSource Board	Ann Martin		On-going
Medical Community	Cathie Beasley	Audra Wheatly 1 <sup>st</sup> alt. Robert Vaughn 2 <sup>nd</sup> alt.	
Public Transit/Private Provider	Dwain Hayes	Marcelle Wilkerson	2012



**RESOLUTION 2015-5A**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AUTHORIZING THE SIGNING OF A JOINT PARTICIPATION AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION FOR RECEIPT OF STATE DISCRETIONARY TRANSIT PROGRAM FUNDS FOR THE COUNCIL’S ADMINISTRATION AND MANAGEMENT, MARKETING, OPERATIONS, AND/OR MAINTENANCE OF PUBLIC TRANSIT SERVICES IN THE SEBRING-AVON PARK URBANIZED AREA IN HIGHLANDS COUNTY, FLORIDA**

**A RESOLUTION of the Central Florida Regional Planning Council authorizing the execution of that certain Joint Participation Agreement (JPA) with the Florida Department of Transportation.**

**WHEREAS, the Central Florida Regional Planning Council has the authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by Federal Transit Administration Act of 1964, as amended.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, FLORIDA:**

- 1. That the JPA for Contract # ARU12 and FM# 437397-1-84-01 is approved.**
- 2. That Patricia M. Steed, Executive Director is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.**

**DULY PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF MAY, 2015.**

**By: \_\_\_\_\_  
Juril O. Mansfield, Chairman**

**ATTEST:**

\_\_\_\_\_



RESOLUTION 2015-5B

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, HEREIN REFERRED TO AS THE COUNCIL, RECOMMENDING TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, HEREIN REFERRED TO AS THE COMMISSION, THAT MV TRANSPORTATION, INC. BE RECOMMENDED AS THE COMMUNITY TRANSPORTATION COORDINATOR FOR THE MULTI-COUNTY SERVICE AREA OF HARDEE, HIGHLANDS, AND OKEECHOBEE COUNTIES

WHEREAS, Chapter 427, Florida Statutes requires that the Council, serving as the Designated Official Planning Agency, recommend a Community Transportation Coordinator to the Commission; and,

WHEREAS, the Council complied with the Commission’s Competitive Procurement process in accordance with Chapter 287, Florida Statutes, which outlines the process of conducting a Request for Proposal with the intent of recommending a Community Transportation Coordinator; and,

WHEREAS, the Community Transportation Coordinator is responsible for ensuring that coordinated transportation services are provided to the transportation disadvantaged population in the designated multi-county service area of Hardee, Highlands, and Okeechobee, and accordingly arranges the provision of services in a manner that is cost-effective, efficient, and reduces fragmentation and duplication of services; and,

WHEREAS, the Council received three qualified proposals for Community Transportation Coordinator for the multi-county service area and the selection committee rated and ranked said proposals accordingly; and

WHEREAS, MV Transportation, Inc. was given the highest rating and ranking as a result of the selection process.

NOW, THEREFORE BE IT RESOLVED THAT the Council recommends to the Commission that MV Transportation, Inc. be designated as the Community Transportation Coordinator for the Multi-County area of Hardee, Highlands, and Okeechobee for a five year period beginning September 1, 2015.

DULY PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF MAY, 2015

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

\_\_\_\_\_  
Juril O. Mansfield, Chairman

ATTEST:

\_\_\_\_\_  
Kathryn Hall

AGREEMENT FOR ADMINISTRATIVE AND TECHNICAL STAFF  
SERVICES  
BY AND BETWEEN THE  
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL  
AND THE  
HEARTLAND REGIONAL TRANSPORTATION PLANNING  
ORGANIZATION

THIS AGREEMENT is entered into this \_\_\_day of \_\_\_\_\_, 2015, by and between the Central Florida Regional Planning Council (hereinafter referred to as the COUNCIL) and the Heartland Regional Transportation Planning Organization (hereinafter referred to as the TPO).

W I T N E S S E T H:

WHEREAS, Rules of the Federal Highway Administration, Title 23 Code of Federal Regulations Parts 450 and 500, and the Federal Transit Administration, Title 49 Code of Federal Regulations Part 613 (hereinafter referred to as the Rules), provide for the designation of a metropolitan planning organization for each urbanized area within each state, by the Governor of each state;

WHEREAS, the Governor of Florida has designated the Heartland Regional Transportation Planning Organization as the transportation planning organization for the six counties of DeSoto, Glades, Hardee, Hendry, Okeechobee, and Highlands Counties including the Sebring – Avon Park Urbanized Area;

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPO has the authority to contract with public or private entities for the provision and exchange of certain services;

WHEREAS, the COUNCIL, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the COUNCIL has in the past, provided the staff and technical support for the planning and transportation planning activities for many local governments in the Heartland counties, and presently maintains and/or will provide professional staff to perform such administrative and technical support;

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

WHEREAS, the parties to this Agreement desire to participate cooperatively and on a

continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Heartland area;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein set forth, the parties do hereby agree as follows:

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of the COUNCIL and the TPO in performing the professional staff planning functions and projects relative to the transportation planning process for the HRTPO area and to describe the cooperative procedures under which the transportation planning process will be carried out. The process is defined as the continuing, cooperative and comprehensive transportation planning process for the Heartland Regional Transportation Planning Organization, to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other related agreement to which the TPO is a party. The Project is defined as any task(s) outlined in the Heartland Regional TPO's Unified Planning Work Program (UPWP).

II. TECHNICAL RESPONSIBILITIES

- A. The TPO Staff is defined as the designated COUNCIL employees necessary and authorized by the TPO to undertake tasks in the approved Unified Planning Work Program. The COUNCIL Staff assigned to the TPO will be supervised by and report to the COUNCIL's Executive Director and will be subject to the same benefits package, policies and procedures of all COUNCIL employees.
- B. The TPO staff, shall provide professional, technical and administrative assistance in the development of transportation plans and programs which shall include, but not be limited to the following:
  - 1. A Unified Planning Work Program and all tasks outlined therein, as required by Section 450.308 (b) and (c) of the Rules;
  - 2. A Long Range Transportation Plan addressing no less than a 20-year planning horizon as required by Section 450.322 of the Rules;
  - 3. An annually updated Transportation Improvement Program (TIP) as required by Section 450.324 of the Rules;
  - 4. An annually updated List of Priority Projects; and
  - 5. A Congestion Management Process (CMP) as required by Section 450.320 of the Rules.
- C. The COUNCIL shall be responsible for developing and using a documented Public Participation Plan (PPP) as approved by the TPO that defines a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of

transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

### III. ADMINISTRATIVE RESPONSIBILITIES

- A. The Executive Director of the TPO shall be a staff person of Highlands County and the Administrative and Technical Director of the TPO shall be a staff person of the COUNCIL. Both parties shall perform work as directed by the TPO governing board for all matters regarding the administration and operation of the TPO.
- B. All staff supporting the TPO shall working cooperatively to provide the greatest coordination and efficiency to fulfill all tasks involved in the administration and operation of the TPO.
- C. The COUNCIL shall submit all plans and programs developed under Section II. above, to appropriate agencies as directed by the TPO in order that said plans and programs will be properly adopted and approved.
- D. The COUNCIL will maintain files of all plans and programs developed in Section II. above.
- E. The COUNCIL shall be responsible for providing staff support and coordination for the HRTPO Technical Advisory Committee (TAC); the HRTPO Citizens Advisory Committee (CAC), and the Mobility Advisory Committee (MAC) and submit plans and programs developed in Section II. to said Committees as directed by the TPO.
- F. The COUNCIL shall maintain all files for the TPO and committees, subcommittees and ad-hoc committees created by the TPO in compliance with Chapter 119, Florida Statutes. Their files may include the following:
  - 1. All correspondence;
  - 2. All contracts;
  - 3. All meeting minutes;
  - 4. Membership roster and mailing addresses;
  - 5. TPO bylaws; and
  - 6. All financial accounting records.
- G. The COUNCIL shall be responsible for arranging all meetings of the TPO and its related committees to include the following:
  - 1. Preparation and mailing of all meeting notices and agendas to all appropriate persons;

2. Recording the proceedings of all meetings of the TPO and its related committees, preparing minutes and mailing such minutes out to TPO members prior to meetings; and
  3. Other mailings pertinent to the transportation planning process.
- H. The COUNCIL shall be responsible for performing, on behalf of the TPO, the financial accounting, record keeping and grants management required by the Federal Highway Administration, Federal Transit Administration and Florida Department of Transportation to include the following:
1. Preparation of planning grant applications;
  2. Planning grant administration;
  3. Financial cost control including record keeping, financial accounting, timesheets, invoicing and payment of bills;
  4. All progress reporting required by Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation;
  5. Arranging required public hearings;
  6. Developing all required contracts and agreements subject to review as to legal form and sufficiency by the TPO attorney; and
  7. At the direction of the TPO, obtain a year-end audit of all TPO funding by an independent auditor who will present these audit findings to the TPO.
- I. At the direction of the TPO, the COUNCIL shall direct and cooperate with any consultants hired by the TPO.
- J. The COUNCIL may subcontract TPO work, as required with the approval of the TPO.
- K. The liaison duties of the Executive Director performed by Highlands County staff shall be a contribution to the HRTPO process, and not a chargeable item to the UPWP funded activities.

IV. TPO RESPONSIBILITIES

- A. The TPO shall annually provide the required funds to meet staffing costs of the COUNCIL as documented in the Unified Planning Work Program referenced in Section II. of this Agreement.
- B. The TPO shall be the recipient of funds authorized by Title 23 United States Code Section 104 and those planning funds authorized by Title 49 United States Code Section 5303.
- C. The TPO agrees that the Highlands County provided Executive Director of the TPO and the COUNCIL provided Administrative and Technical Director shall be the

spokespersons for the professional staff, as appropriate, and shall be subject to policies of the Highlands County Board of County Commissioners and the Central Florida Regional Planning Council, as appropriate, in the hiring or termination of said staff assigned to perform work for the TPO.

- D. The TPO agrees that the Executive Director and the Administrative and Technical Director of the TPO shall annually prepare the TPO budget for the fiscal year and shall submit such budget to the TPO for review and approval.

V. METHOD OF PAYMENT

The COUNCIL may submit invoices to the TPO for work completed on a monthly basis. Subject to receipt of an invoice from the COUNCIL, the TPO will pay the COUNCIL within thirty (30) days of receiving such invoice from the COUNCIL; provided however, payment for services funded with Federal Highway Administration, Federal Transit Administration or Florida Department of Transportation funds shall be contingent upon the TPO receiving such funds. Furthermore, the TPO will pay the COUNCIL within thirty (30) days of receipt of such funds by the TPO.

VI. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

VII. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the TPO or the COUNCIL. Amendments shall be formally approved by the TPO and the COUNCIL in written form and shall be incorporated as part of the Agreement.

VIII. STANDARD PROVISIONS

A. Subcontracting

The COUNCIL shall perform or shall subcontract the work to be performed hereunder which is budgeted as the TPO's direct responsibility and funded by the Federal Highway Administration, the Federal Transit Administration and the Florida Department of Transportation.

B. Supplemental Agreements

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

C. Third Party Contracts

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration, the COUNCIL shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

D. Default and Termination or Suspension.

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

E. Audit and Inspection of Records

1. The COUNCIL shall maintain records and supporting documents as prescribed in federal requirements, including but not limited to OMB Circular A-133 and Title 2 Code of Federal Regulations Part 200, Subpart F.
2. All records pertinent to the Agreement shall be retained by the COUNCIL for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
4. The COUNCIL shall allow access to its records at reasonable times to the TPO, its employees and agents, to the Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents, and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the TPO, the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation.

F. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of Transportation and the Federal Highway Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

G. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the United States Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the TPO or COUNCIL which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 5303 funds shall contain the credit, "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

H. Nondiscrimination

1. Compliance with Regulations. The COUNCIL shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The COUNCIL, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of material and leases of equipment. The COUNCIL will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the COUNCIL for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNCIL of obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.
4. Information and Reports. The COUNCIL will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the COUNCIL is in the exclusive possession of another who fails or refuses to furnish this information, the COUNCIL shall certify to the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions of Noncompliance. In the event of the COUNCIL's noncompliance with the nondiscrimination provisions of this Agreement, the TPO shall impose such sanctions as it may determine to be appropriate, including, but not limited to, withholding of payments to the COUNCIL under this Agreement until the COUNCIL complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
6. Incorporation of Provisions. The COUNCIL will include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The COUNCIL will take such action with respect to any subcontractor or procurement as the Florida Department

of Transportation, Federal Highway Administration or Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event the COUNCIL becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNCIL may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

I. Training

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 5303 funds for training of employees of the COUNCIL shall be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

J. Prohibited Interests

The COUNCIL shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

IX. **EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Agreement* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts*. The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

X. AGREEMENT SUBJECT TO JOINT PARTICIPATION AGREEMENT

This Agreement is subject to the provisions contained in the Joint Participation Agreement between the TPO and the Florida Department of Transportation, dated \_\_\_\_\_, 2015.

XI. LIABILITY

The COUNCIL hereby agrees to hold harmless the TPO, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the COUNCIL, its subcontractors or agents, if any, that is related to the COUNCIL's performance under this Agreement.

However, the COUNCIL has no obligation to indemnify the TPO for acts or omissions required or directed by the TPO.

XII. ASSIGNABILITY

The COUNCIL shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the TPO. However, the preceding sentence does not restrict the COUNCIL from entering into subcontracts for the performance of the COUNCIL's obligations.

XIII. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Chair of the TPO shall represent and act for the TPO and the Executive Director of the COUNCIL shall represent and act for the COUNCIL.

XIV. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Highlands County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Highlands County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XV. COMPLETE CONTRACT

This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

XVI. EFFECTIVE DATE

This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST: CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL

\_\_\_\_\_

\_\_\_\_\_

Chairman

ATTEST: HEARTLAND REGIONAL  
TRANSPORTATION PLANNING  
ORGANIZATION

\_\_\_\_\_

\_\_\_\_\_

Chair

APPROVED AS TO FORM

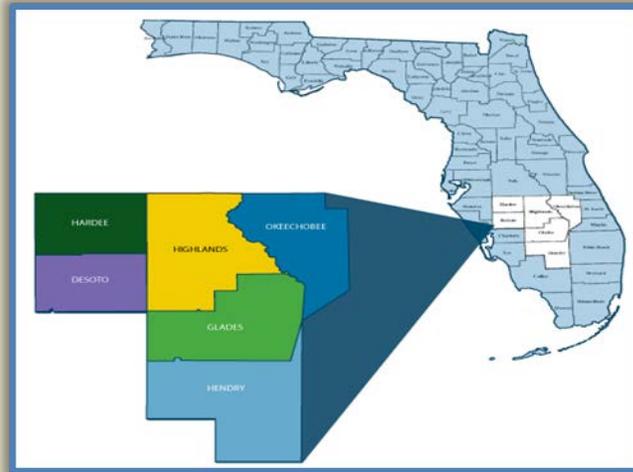
\_\_\_\_\_

COUNCIL Attorney

# UNIFIED PLANNING WORK PROGRAM

## FY 2014/2015 - FY 2015/2016

(MAY 1, 2015 THROUGH JUNE 30, 2016)



### HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION

[WWW.HEARTLANDREGIONALTPO.COM](http://WWW.HEARTLANDREGIONALTPO.COM)



ADOPTED APRIL 29, 2015

CFDA 20.205: HIGHWAY PLANNING & CONSTRUCTION  
CFDA 20.505 FEDERAL TRANSIT TECHNICAL STUDIES GRANT

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TPO CHAIR

FUNDING FOR THIS DOCUMENT WAS PROVIDED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (FHWA), FEDERAL TRANSIT ADMINISTRATION (FTA), AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT). FEDERAL AID PROJECT (FAP) PL \_\_\_ (052). FINANCIAL PROJECT NUMBER (FPN) 436403-2

# HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION

## **Board Members**

Commissioner Elton Langford, DeSoto County  
Commissioner Paul Beck, Glades County  
Commissioner Colon Lambert, Hardee County  
Commissioner Darrell Harris, Hendry County  
Commissioner James Brooks, Highlands County  
Commissioner Don Elwell, Highlands County  
Commissioner Ron Handley, Highlands County  
Commissioner R. Greg Harris, Highlands County  
Commissioner Jack L. Richie, Highlands County  
Commissioner Frank Irby, Okeechobee County  
Councilman Park Sutherland, Avon Park  
Mayor John Shoop, Sebring

## **Non-Voting Advisor**

FDOT District One Secretary, Billy Hattaway

This document was prepared by the staff of Central Florida Regional Planning Council in cooperation with the Florida Department of Transportation (FDOT) and local government agencies.

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# INTRODUCTION

## Definition of the TPO Unified Planning Work Program

This Unified Planning Work Program (UPWP) describes the transportation planning projects to be performed within the Heartland Regional Transportation Planning Organization (TPO) study area.

This Work Program is consistent with all Federal and State requirements. All products including the Transportation Improvement Program (TIP) and planning concepts and factors follow Federal and State guidelines. The TPO is complying with Title VI of the Civil Rights Act of 1964. Title VI specifically prohibits discrimination on the basis of race, color, national origin, age, disability, religion or sex. This applies in any and all applications of work by the TPO, including its administration, decision making and purchasing options.

The FY 2014/2015 – FY 2015/2016 UPWP for the Heartland Regional TPO was prepared in accordance with the Florida Department of Transportation (FDOT) *MPO Program Management Handbook*. The UPWP is approved by the TPO Board and the appropriate state and federal agencies. All tasks performed in this document were conducted in accordance with *Title 23 U.S.C.*, *Title 49 U.S.C.* and the *Federal Transit Act*.

## Comprehensive Transportation Planning Activities

The TPO will emphasize the requirements of current and future transportation legislation authorization. The TPO will strategize and enhance the Transportation Improvement Plan (TIP), which includes all projects in the transportation area that are proposed for funding with either federal or state monies. The TPO will adopt a Public Participation Plan (PPP), which will include Limited English Proficiency (LEP) provisions, demographic data collection, and transit related public participation requirements. The PPP will continue to be reviewed periodically for additions, improvements and effectiveness. (The TPO includes other relevant considerations such as intermodal connectivity, land use planning, citizen input, Efficient Transportation Decision Making (ETDM), Intelligent Transportation Systems Planning (ITS) for all improvements and concepts related to transit service enhancement, in addition to all Federal requirements.)

The TPO will coordinate with the Transportation Disadvantaged Local Coordinating Board (LCB) for Hardee, Highlands and Okeechobee Counties; the Transportation Disadvantaged Local Coordinating Board for DeSoto County; and the Transportation Disadvantaged Coordinating Board for Glades and Hendry Counties, to address the viability of transportation services in all six counties. The TPO will also coordinate with the Central Florida Regional Planning Council, the Southwest Florida Regional Planning Council, and DeSoto County in their role as the Designated Official Planning Agency (DOPA) for their respective service area counties.

The Continuity of Operations Plan (COOP) will be developed and reviewed annually for improved effectiveness and situational and personnel changes, as required, to ensure continuity of operations of the TPO during times of emergency or recovery from a disaster.

The planning activities of the Heartland Regional TPO are consistent with Federal Planning

Factors, the Florida Transportation Plan (FTP) and the Comprehensive Plans of the member jurisdictions.

## **Local Planning Priorities**

The needs and level of planning of the Heartland Regional TPO area are reflected in this UPWP. The objectives of this UPWP are to address the planning priorities of the newly formed Heartland Regional TPO area as follows:

- Provide socio-economic, network, and technical input for the planning and development of the TPO area's transportation network.
- Facilitate educational opportunities for the TPO Board and its advisory committees to enhance and reinforce their understanding of transportation planning decision making and the TPO process.
- Utilize, evaluate, and where possible, improve public participation and input in the transportation planning proposals and goals on a local and regional scale.
- Prepare a Transit Development Plan (TDP), for the urbanized area of Highlands County including public input and area transit needs information.
- Participate in the development of, and updates to the Florida Strategic Intermodal System (SIS) and emerging SIS designation plan.
- Develop and maintain a physical inventory of property obtained through federal funding, its maintenance and a final disposal procedure that meets FDOT and Federal Highway Administration (FHWA) regulations.
- Prepare, maintain and update the annual Transportation Improvement Program (TIP) seeking creative, supportable project priorities that meet community needs.
- Continue to work towards receiving enhanced TRIP and regional project funding for the TPO.

## **Air Quality Planning Activities**

Develop policies to protect existing air quality. Projected emissions will be included in traffic model evaluation reports. The TPO monitors all related air quality issues and policies in assessing transportation impacts.

## **Transit Planning**

Transit planning tasks are performed with funds under Titles 23 and 49 of the Federal Transit Act through the activities in Task 3.1 Transit Planning Program and 3.2: Transportation Disadvantaged Planning Program, as well as possible activity under Task 4.4: General Planning Consultant. The long-term objective and efforts to clarify future spending and para-transit and fixed route transit integration will continue through both the existing Heartland Rural Mobility Plan and the new Transit Development Plan (TDP) to be developed for the urbanized area of Highlands County. Transit planning will be an important focus of the TPO's efforts to expand citizens' mobility options both within the Avon Park/Sebring urbanized area of the Highlands County and across all six county lines. The TPO will work continually and cooperatively with the staff of each CTC in the TPO area and with the DeSoto Local Coordinating Board, the Glades and Hendry Local Coordinating Board, and the Hardee-Highlands-Okeechobee Local Coordinating Board.

## **Public Participation including Title VI and Title VIII**

The TPO will develop and adopt a Public Participation Plan (PPP) consistent with Florida State Rule 14-73.001 and other applicable requirements. “Measures of effectiveness” will be developed to increase the number of individuals seeking to fill committee vacancies and the establishment of more TPO Board input on the entire selection process.

Meeting agenda packets for the TPO Board and its Committee meetings will be displayed in local government offices, all county libraries, and other conspicuous locations for review by the general public.

The TPO website will be developed and updated regularly to include current TPO and Committee meeting agendas. The website will provide access to all TPO planning documents. The website will include a text box under the “Contact Us” tab to aid citizens visiting the TPO site to easily comment on TPO plans and documents. The website also provides information and links to the FDOT, local jurisdictions and other pertinent websites.

Consistent with Federal requirements, the TPO will place emphasis on public involvement. The TPO will ensure that Title VI and Title VIII are followed with an emphasis on targeting the counties’ traditionally underserved populations. The TPO’s primary strategy for engaging all populations in transportation decision making will be through membership on the Citizens’ Advisory Committee (CAC), the Mobility Advisory Committee (MAC), and the three Transportation Disadvantaged Local Coordinating Boards (LCB). A database will be developed to invite public involvement when workshops and meetings are held. The TPO will ensure specific studies and planning tools, such as the development of a Transit Development Plan (TDP), and Project Development and Environment (PD&E) studies, include vigorous components of Public Involvement. Through the “Efficient Transportation Decision Making” (ETDM) Process, the TPO will incorporate public comments and ideas in the TPO’s LRTP development and adoption process.

Citizens will be provided opportunities to comment on all content and aspects of this UPWP. The draft UPWP will be distributed to all county libraries, local newspapers and as an agenda item in the TPO Board meeting agenda packets. Additionally, the draft UPWP will be sent to local government agencies to solicit their comments. The TPO adopts the final UPWP only after all comments have been addressed, and where appropriate, integrated into the Work Program. The final adopted UPWP is posted on the website, with additional hard copies of the document available at the TPO offices.

## FEDERAL PLANNING FACTORS

The Federal Planning Factors are described below from U.S.C. 134 (h) (1):

“(h) Scope of Planning Process.

(1) In general.—The Transportation planning process for a Transportation planning area under this section shall provide for consideration of projects and strategies that will:

- (A) support the economic vitality of the Transportation area, especially by enabling global competitiveness, productivity, and efficiency;
- (B) increase the safety of the transportation system for motorized and nonmotorized users;
- (C) increase the security of the transportation system for motorized and nonmotorized users;
- (D) increase the accessibility and mobility of people and for freight;
- (E) protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- (F) enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- (G) promote efficient system management and operation; and
- (H) emphasize the preservation of the existing transportation system.”

# ORGANIZATION AND MANAGEMENT

The TPO Board Membership:

Councilman Park Sutherland, Avon Park  
Commissioner Elton Langford, DeSoto County  
Commissioner Paul Beck, Glades County  
Commissioner Colon Lambert, Hardee County  
Commissioner Darrell Harris, Hendry County  
Commissioner James Brooks, Highlands County  
Commissioner Don Elwell, Highlands County  
Commissioner Ron Handley, Highlands County  
Commissioner R. Greg Harris, Highlands County  
Commissioner Jack L. Richie, Highlands County  
Commissioner Frank Irby, Okeechobee County  
Mayor John Shoop, Sebring

## Non-Voting Adviser

Florida Department of Transportation

District One Secretary Billy Hattaway

The Heartland Regional TPO is the primary agency responsible for transportation planning in DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee Counties. The TPO Board consists of 12 voting members representing eight local governments and one non-voting adviser from FDOT. The TPO is a legislative body with the power to develop and adopt plans, to manage priorities for the programming of improvements to the transportation system, and to program and administer federal and state planning grants.

The TPO Board will appoint members to the Citizens' Advisory Committee (CAC), which will be citizen representatives of the general population of the community. They will be chosen to provide a diverse cross section of the population of the six counties. The Committee will be governed by Bylaws and will be responsible for providing the TPO and its staff with public participation in the transportation planning process.

The TPO anticipates the creation of a Mobility Advisory Committee (MAC) who also may serve as the committee developing and guiding multimodal input including bicycle, pedestrian, trails, transit and other mobility modes.

The TPO Board's Technical Advisory Committee (TAC) will be composed of technically qualified representatives of agencies responsible for maintaining, controlling, developing and improving the transportation system within the Heartland Region, including the Cities of Avon Park and Sebring, the six counties, the Sebring Airport Authority, the Central Florida Regional Planning Council and the Southwest Florida Regional Planning Council. Other municipalities within the six counties will be invited to participate, including those operating municipal airports. Committee duties include coordination of transportation plans and programs arising from the review of all transportation technical studies and reports.

The TPO is the official planning agency to receive Transportation Disadvantaged (TD) trust funds for planning activities of the TD program. The TPO has designated the Central Florida Regional Planning Council, DeSoto County, the Southwest Florida Regional Planning Council, and DeSoto County to continue to staff the Transportation Disadvantaged Local Coordinating Boards (LCB).

The TPO Board directs the staff in managing TPO operations. The staff coordinates all planning projects and activities, and administers all tasks to assure proper fulfillment of state and federal requirements. The staff works with the TAC and the CAC, as well as other committees or groups dealing with transportation issues; acts as the primary local liaison to FDOT, the FHWA, and the FTA, as well as other agencies; and works with the staffs of local agencies and neighboring jurisdictions on transportation projects.

## AGREEMENTS

The TPO will enter into agreements with other public agencies to promote a 3-C  
(Comprehensive, Continuing and Cooperative) planning process:

Agreement	Agency	Date
Staff Services Agreement		
Public Transportation joint Participation Agreement (5)	FDOT	
Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)	FDOT CFRPC DESOTO COUNTY SWFRPC	
Transportation Planning Funds Joint Participation Agreement	FDOT	
Interlocal Agreement for Creation of the TPO	City of Avon Park City of Sebring DeSoto County Glades County Hardee County Hendry County Highlands County Okeechobee County	All local governments have approved, awaiting FDOT approval

## **OPERATIONAL PROCEDURES AND BYLAWS**

The TPO is an independent, separate legal entity authorized pursuant to Florida Law. The TPO will operate under a duly adopted set of bylaws. Support service staff will provide administrative, legal, financial, purchasing, and personnel support.

The Heartland Regional Transportation Planning Organization (TPO) Board consists of local elected officials from County and City and constituencies. This Board will meet a minimum of four times per year to establish transportation policies and evaluate and review transportation needs within the TPO's area. The TPO Board operates under a set of formal bylaws adopted in 2015. Additionally, the TPO will have three standing Advisory Committees. These are the Technical Advisory Committee (TAC), the Citizens' Advisory Committee (CAC), and the Mobility Advisory Committee (MAC). The TAC, CAC, and MAC will meet a minimum of four times per year.

The TPO is the designated official planning agency to receive Transportation Disadvantaged (TD) Trust Funds utilized for planning activities of the TD program in urbanized areas. These duties have been deferred to the existing three entities conducting TD Planning in the six counties, DeSoto County, Central Florida Regional Planning Council for the Counties for Hardee, Highlands and Okeechobee, and Southwest Florida Regional Planning Council for Glades and Hendry Counties.

The Official Records are located at the office of the TPO:  
Heartland Regional Transportation Planning Organization

All TPO records are available for public inspection during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays). The Heartland Regional TPO operational procedures fully comply with the Public Records laws and the Sunshine Laws of the State of Florida.

# DEBARMENT AND SUSPENSION CERTIFICATION

As required by USDOT regulations on Government-wide Debarment and Suspension at 49 CFR 29.510.

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

\_\_\_\_\_  
Chair  
Heartland Regional TPO

\_\_\_\_\_, 2015  
Date

**LOBBYING CERTIFICATE**  
**for GRANTS, LOANS and COOPERATIVE AGREEMENTS**

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Heartland Regional TPO that:

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

\_\_\_\_\_  
Chair  
Heartland Regional TPO

\_\_\_\_\_, 2015  
Date

## TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Heartland Regional Transportation Planning Organization (HRTPO) assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1967, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Heartland Regional Transportation Planning Organization (TPO) further assures FDOT that it will undertake the following with respect to its programs and activities:

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

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

Dated \_\_\_\_\_

by \_\_\_\_\_ Chair

## APPENDICES A and E

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

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

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

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Title 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 37; 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 and discouraging programs, policies, and activities which disproportionately high and adverse human health or environmental effects on minority or 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.).

# DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Heartland Regional Transportation Planning Organization that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program (DBE) 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 Heartland Regional Transportation Planning Organization 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 Heartland Regional Transportation Planning Organization in a non-discriminatory environment. The TPO will ensure compliance when the TPO utilizes General Planning Consultants (GPC) who in turn uses DBE subcontractors. The TPO will ensure that invoices provided by the GPC will include a breakdown of work performed and funds paid to their DBE subcontractors.

The Heartland Regional Transportation Planning Organization shall require its consultants to not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familiar status 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.

\_\_\_\_\_  
Chair  
Heartland Regional TPO

\_\_\_\_\_, 2015  
Date

## TASK 1 ADMINISTRATION

**Purpose:** Properly manage the transportation planning process in the Heartland Regional TPO area that responds to the needs of the community. This includes the monitoring and managing of local planning tasks to ensure that the planning process complies with all state and federal requirements.

### **Task 1.1 Program Management and Accounting**

#### **Previous Work:**

- Preparation of interlocal agreement creating the HRTPO
- Preparation of the HRTPO Apportionment Plan

#### **Methodology:** TPO staff will work to:

- Provide oversight for overall agency administrative activities and staff management including graphics production, evaluation and resolution of any special issues which may arise.
- Prepare and distribute agenda packets for all TPO Board and advisory committee meetings to members, their staffs, adjacent TPOs, FDOT, local media and government sponsored information outlets.
- Provide orientation, training and staff support to the TPO Board and its advisory committees.
- Provide training and support to TPO staff by attending US DOT and FDOT approved training courses.
- Participate in national and statewide policy development i.e. Metropolitan Planning Organization Advisory Council (MPOAC), Association of Metropolitan Planning Organizations (AMPO), and National Association of Regional Councils (NARC).
- Prepare and submit invoices and progress reports as per the standards required by 23 C.F.R. 420.121(c) and performed in accordance with 49 C.F.R..
- Enter into a Staff Services Agreement.
- Develop of Unified Planning Work Program (UPWP) for FY 2016/2017 and FY 2017/2018.

#### **End Products:**

- A successful 3-C (Comprehensive, Cooperative and Continuing) planning process.
- Budgets, contracts and financial records reviewed and submitted to FDOT regularly.
- Board and advisory committee agenda packets, meeting minutes, and records of committee proceedings as needed.
- An executed Staff Services Agreement.
- Training of the TPO Board and TPO Advisory Committees to enhance understanding of the TPO Process and transportation decision making as needed.
- Physical inventory to safeguard equipment and maintenance that meets the requirements of Federal Highway Administration (FHWA) Regulation 49 C.F.R. 18.32(d)(3) and (4) annually.

- Disposal of equipment purchased with planning funds consistent with state law and FHWA Regulation 49 C.F.R. Part 18.32(e) updated as needed.
- UPWP for FY 2016/2017 and FY 2017/2018 – May 2016.
- Attendance at USDOT, FDOT and other approved training courses, and the procurement of educational materials as provided.
- Annual audit conducted by independent auditors.
- Invoices and progress reports to FDOT for review following end of each month through June 30, 2016.

**Responsible Agency:** Heartland Regional TPO

## **Task 1.2 Capital Purchases**

**Purpose:** Purchase and or update transportation analysis software.

**Previous Work:** TPO Staffing will be provided by Central Florida Regional Planning Council who will provide office space, phones, computers, printers, and other necessary office equipment. These costs will be charged to the TPO using the Council's approved indirect cost rate.

### **Methodology:**

- Purchase software and updates including security (anti-virus) software required by 49 C.F.R
- Purchase Capital equipment, if needed, for fiscal years FY 2014/2015 and FY 2015/2016 as needed.
- Seek approval from FDOT and FHWA for Capital Purchases not included in the UPWP or exceeding budget estimates.

### **End Products:**

- Computer, hardware and software upgrades as needed in FY 2014/2015 and FY 2015/2016
- HRTPO website which is updated and improved on a continuous basis in FY 2014/2015 and 2015/2016

**Responsible Agency:** Heartland Regional TPO

### **Task 1.3 Public Participation**

**Purpose:** To provide opportunities for public participation in the TPO Process consistent with Federal and State requirements. Educate and inform the public about transportation plans, projects and issues.

**Previous Work:** None

#### **Methodology:**

- Create a HRTPO website.
- Develop a TPO logo.
- By July 1, 2015, initiate development of a Public Participation Plan (PPP) for the new Heartland Regional TPO; anticipate first draft of PPP for public review/input in October 2015; target date for production of final PPP by December 2015.
- Review and update the PPP as needed.
- Provide public participation opportunities for all TPO related transportation plans, hearings, workshops and events.
- Provide timely notification to the public of all TPO related meetings, hearings, workshops, special and joint meetings, and plan reviews using informational media including electronic, print, audio, and video.
- Respond to citizen, agency and media queries on all TPO related topics and plans.
- Attend civic, non-profit, professional and business group meetings and forums.
- Implement creative electronic, print or visual techniques and methods to provide citizens with information.
- Prepare a HRTPO informational brochure.
- Solicit citizen input on methods to improve roadway, safety, bicycle and pedestrian improvements.
- Develop relationships with traditionally underserved populations.
- Work with TPO Advisory Committee members in developing their roles as TPO information conduits to their constituents, clients and friends

#### **End Products:**

- Website for Heartland Regional Transportation Planning Organization
- Logo for the HRTPO
- Adopted Public Participation Plan for the HRTPO
- A public participation strategy for inclusion in the 2040 Long Range Transportation Plan (LRTP) to be completed no later than March 2016.
- Preparation of annual Public Involvement Evaluation and Summary Reports in FY 2014/2015 and FY 2015/2016
- Create a HRTPO brochure, the HRTPO website, and potential future technological improvements as they relate to improved public involvement
- ETDM screening reports for projects resulting from the 2040 LRTP cost feasible plan

**Responsible Agency:** Heartland Regional TPO

**Funding Sources:**

<b>TASK 1. ADMINISTRATION</b>		
	<b>Year 1</b>	<b>Year 2</b>
FHWA (PL)	\$29,425	\$145,936
FDOT (Soft Match)	\$3,490	\$32,187
<b>TOTAL</b>	<b>\$32,915</b>	<b>\$178,123</b>
Note: Total includes all sub-tasks under Task 1		

# TASK 2 DATA COLLECTION

## Task 2.1 Highway System Performance

### **Purpose:**

- Implement a process to monitor traffic volume data, link volume counts and count at major intersections. This information is used to evaluate the operating efficiency and condition of the existing classified transportation network, including the local and state maintained systems.
- Collect and analyze data, including safety items, that will assist in transportation decision-making relative to allocation of resources. This pertains to data not currently being collected by FDOT, and/or counties and cities within the TPO planning boundaries.

**Previous Work:** Heartland 2060 forecast population and employment data for 2040 by TAZ for six-county area

### **Methodology:**

- TPO staff will develop performance standards and measures to guide the planning process.
- Traffic counts will be collected and monitored from available data at FDOT and local governments within the HRTPO region. These will be made available to the public. Identification of areas needed for expansion and refinement of the traffic count program will begin.
- TPO staff will coordinate with the various County and City Public Works and/or Engineering Departments to create an integrated traffic count database.
- Staff will annually review operational deficiencies based on the most current traffic volume data. This task is coordinated with activities to update existing highway system characteristics for the Congestion Management Process (CMP) and the Long Range Transportation Plan (LRTP).
- TPO will coordinate with FDOT District One on the State's Highway Performance Monitoring System (HPMS).
- TPO will coordinate with FDOT District One on the CMP for the Strategic Intermodal System (SIS).
- Methodology used to calculate the roadway level of service will be consistent with the current FDOT Level-of service (LOS) Handbook.
- Develop a GIS database for TPO programs, projects and publications.
- Consultant services may be used on this task to integrate field data into the TPO's database analysis software.
- Analyze accident and congestion data for the safety management system, and participate with the Community Traffic Safety Team (CTST) to identify and propose projects for safety and enhancement funds.
- Enhance the integration and connectivity of the regional transportation system through increased data collection and analysis, including map enhancement.
- Identify and catalog information to be placed in a central database for the Efficient Transportation Decision Making (ETDM) process, as well as public transportation and

- multi-modal consideration, including ITS.
- Analysis of Census Transportation Planning Program (CTPP) data, population and employment alternative forecasting, participation with ETDM, and the analysis of service levels.
- Inclusion of GIS analysis required for the preparation of new layers (a.k.a. coverage and shape files), coding, reformatting and filing old layers, geo-processing, spatial analysis, and the preparation of graphics and maps for public meetings.
- Utilize the FDOT District One model for analysis of the existing network.
- Utilize the FDOT District One Consultant to update and validate the model.

**End Products:**

- Performance standards and measures that reflect national goals and the goals and objectives of the 2060 Florida Transportation Plan.
- Refined and reformatted GIS data for TPO programs, projects and publications for FY 2015/2016.
- Planning screen reports for ETDM projects [screened internally and not through the Environmental Technical Advisory Team (ETAT)] that move forward from the 2040 LRTP, as needed.
- Periodic review of databases to assist in prioritizing safety, highway, congestion management, and enhancement related projects.
- Provide input into Community Traffic Safety Team (CTST) meetings, as needed.
- Provide input into, and/or propose projects for, the District One Congestion Management Process (CMP).
- Validated 2010 District One Regional Planning Model.

**Responsible Agency:** Heartland Regional TPO

## **Task 2.2 Land Use & Socio-Economic Data**

### **Purpose:**

- To monitor and update, on a continuing basis, transportation related socio-economic and land use data.

**Previous Work:** None

### **Methodology:**

- Collection and refinement of current and LRTP horizon year SE database.
- Data collected includes variables such as permanent and seasonal population, housing units, households, labor statistics, school enrollment, tourism, and employment trends.
- Analysis of alternative future land use scenarios is included in the process.
- Support of the District One modeling process and for the Efficient Transportation Decision Making (ETDM) process.
- Collect primary and secondary data for analysis including the Census Bureau, Bureau of Economic and Business Research (BEBR), County and City Geographic Information Systems (GIS), County and City Public Works Departments, County and City Community Development Departments, Central Florida Regional Planning Council (CFRPC), and Southwest Florida Regional Planning Council (SWFRPC), Sheriff and Police Departments and State agencies to update the travel demand model.
- Consultant services may be used on this task.

### **End Product:**

- A refined set of SE and land use variables consistent with the current TAZ structure of the Heartland counties, for use in continuing transportation modeling for the HRTPO.

**Responsible Agency:** Heartland Regional TPO

### **Funding Sources:**

<b>TASK 2. DATA COLLECTION</b>		
	<b>Year 1</b>	<b>Year 2</b>
FHWA (PL)	\$6,200	\$32,000
FDOT (Soft Match)	\$1,367	\$7,058
<b>TOTAL</b>	<b>\$7,567</b>	<b>\$39,058</b>
Note: Total includes all sub-tasks under Task 2.		

## TASK 3 TRANSIT PLANNING

### Task 3.1 Transit Planning Program

**Purpose:** Prepare a Transit Development Plan (TDP) for the Sebring-Avon Park Urbanized Area. Support existing transit programs in the six counties.

**Previous Work:** None.

#### **Methodology:**

- Secure consulting services to prepare a Transit Development Plan (TDP) for the Sebring-Avon Park Urbanized Area.
- Continue to coordinate and assist in expanding the regional transit routes as defined in the *Heartland Rural Mobility Plan*.
- Plan for opportunities for park-and-ride lots.
- Continue participation in FDOT District One's Commuter Services Program.
- Submit the FTA 5305 (d) FY 2015/2016 Grant Application to FDOT.
- Submit the FTA 5307 FY2015/16 Grant Application for urban transit funds for Sebring-Avon Park Urbanized Area.

#### **End Products:**

- FY 2015/2016 Section 5305 (d) Transit Planning Grants
- Submission of first Transit Development Plan for Sebring-Avon Park Urbanized Area
- Include park and ride lots in transportation plans

**Responsible Agency:** Heartland Regional TPO

### **Task 3.2 Transportation Disadvantaged Program**

**Purpose:** Provide program and planning assistance in coordination of transportation services for the transportation disadvantaged. Assist the Florida Commission for the Transportation Disadvantaged (CTD), the TD Local Coordinating Boards (LCBs) and the contracting agencies in the long-range TD planning process by optimizing services to the elderly, handicapped, and any other transportation disadvantaged individuals. Continue to support goals and objectives of the *Heartland Rural Mobility Plan* (July 2009) and assist in implementation of recommendations from the *Heartland Rural Mobility Plan* (HRMP).

The Central Florida Regional Planning Council (CFRPC) is the designated official planning agency or “DOPA” for Hardee, Highlands, and Okeechobee Counties; Southwest Florida Regional Planning Council (SWFRPC) is the DOPA for Glades and Hendry Counties; and the DeSoto County Board of County Commissioners serves as the DOPA in DeSoto County. The existing structure has resulted in very successful TD programs in each of the DOPA service areas; therefore, it is anticipated this will continue under the Heartland TPO.

**Previous Work: None**

#### **Methodology:**

TPO staff will:

- Attend and coordinate with the three Local Coordinating Boards.
- Attend and participate in meetings, seminars, and workshops sponsored by the CTD, TD LCB, and FDOT.
- Work continually and cooperatively with the three (3) DOPAs, CTCs, and LCBs in the Heartland region on all TD and transit related matters.
- Coordinate TD Planning with the Transit Development Plan for the urbanized area of Highlands County.
- Utilize the TPO website for improved public outreach and participation in TD and rural transit.

#### **End Product:**

- Participation in a planning program that is fully coordinated throughout the region.

**Responsible Agency: Heartland Regional TPO**

**Funding Sources:**

<b>TASK 3. TRANSIT PLANNING</b>		
	<b>Year 1</b>	<b>Year 2</b>
FHWA (PL)	\$500	\$1,200
FDOT (Soft Match)	\$110	\$265
FTA 5305 (d)		\$84,781
FDOT FTA Match		\$10,596
Local FTA Match		\$10,596
<b>TOTAL</b>	<b>\$610</b>	<b>\$107,438</b>
Note: Total includes all sub-tasks under Task 3.		

# TASK 4 SYSTEMS PLANNING

## **Task 4.1 Transportation Improvement Program (TIP)**

**Purpose:** Develop a Transportation Improvement Program (TIP) for FY 2015/2016 through 2019/2020 that identifies all federal, state and locally funded transportation improvements.

**Previous Work:** None

### **Methodology:**

- Coordinate input from the City of Avon Park, the City of Sebring, DeSoto County, Glades County, Hardee County, Hendry County, Highlands County and Okeechobee County, Sebring Airport Authority, other public airports, Florida DOT, each Community Transportation Coordinator (CTC) for coordination of transit and TD services for establishing Regionally Significant Non-federally Funded projects.
- Review identified projects with FDOT, TAC, CAC and MAC while obtaining public input and ideas through the Committee process.
- Ensure identified projects are in accordance with the adopted Long Range Transportation Plan (LRTP) including Updates.
- Ensure that documentation on identified projects methodology is included within the Transportation Improvement Program (TIP).
- Coordinate TIP Amendments with FDOT, cities, counties and authorities as required.
- Review recommended TIP Amendments with FDOT, TAC, CAC and MAC while obtaining public input through the Committee process.
- Ensure all amendments are consistent with the adopted LRTP.
- Review the Draft Tentative Work Programs for FY 2015/2016 through FY 2019/2020 with FDOT, TAC, CAC and MAC.
- Assist FDOT in implementing its Adopted Work Program by notifying sponsors whose projects have moved into the first year of the TPO TIP.
- Coordinate with adjacent MPOs/TPOs in establishing regional Transportation Regional Incentive Program (TRIP) and Transportation Alternatives Program (TAP) project priorities, as required.
- Develop the Congestion Management Process (CMP) according to Federal transportation legislation, FDOT and local agency requirements.

### **End Products:**

- FY 2015/2016 through 2019/2020 Transportation Improvement Program (TIP) - draft TIP by January 2016 and final by March 2016
- Project Priorities List for FY 2017/2018 in July 1, 2016
- Endorsement of the FDOT Tentative Work Program for FY 2016/2017 to FY 2020/2021 to be considered by TPO Board in November 2015

**Responsible Agency:** Heartland Regional TPO

## **Task 4.2 Long Range Transportation Plan**

**Purpose:** To develop, implement and maintain a long range transportation plan to meet the travel needs of the planning area of the Heartland TPO.

**Previous Work:** None

### **Methodology:**

- Ensure that the 2040 LRTP meets all state and federal requirements (MAP-21)
- Address key performance standards to ensure safe and efficient travel for the movement of people and goods.
- Apply Florida Standard Urban Transportation Model Structure (FSUTMS) for the management system projects Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP21).
- Participate in the statewide Model Task Force technical meetings.
- Develop and adopt the TPO's 2040 Long Range Transportation Plan (LRTP).
- Evaluate and update the TPO's LRTP as needed.
- 
- Amend the LRTP, according to the amendment process outlined in the Public Participation Plan (PPP).
- Incorporate the Validated Network and Socio-Economic Data into the FSUTMS models.
- Incorporate the federal modeling requirements into the FSUTMS model.
- Continue to attend training courses on FSUTMS and Cube.
- Include the Efficient Transportation Decision Making (ETDM) process in the overall planning process in order to conduct internal screenings (no ETAT review) for select projects being included in the LRTP. .
- Maintain communications with the area residents.
- Incorporate federal requirements in policy and revenue projections in LRTP update (as needed).
- Incorporate the federal requirements for developing a Congestion Management Process (CMP) provisions in the LRTP process.
- Participate in the Model Coordinating Committee.
- Analyze and implement Year of Expenditure (YOE) provisions in 2040 LRTP.

### **End Products:**

- Refined 2040 Land Use Data Forecasts
- Refined 2040 Highway Network
- Inclusion of the ETDM process into the overall planning process
- Amendments to the LRTP as needed
- Adoption of an LRTP for the HRTPO no later than March 1, 2016

**Responsible Agency:** Heartland Regional TPO

### **Task 4.3 Special Projects**

**Purpose:** Complete various recurring and non-recurring planning projects

**Previous Work:** None

**Methodology:**

- Monitor Air Quality issues within the planning area
- Participate in the Strategic Intermodal System (SIS) process to ensure the Heartland's SIS facilities receive funding for improvements as identified in the Long Range Transportation Plan (LRTP).
- Utilize the services of one or more General Planning Consultants (GPC) to provide support to the TPO's transportation planning activities.
- Include the Efficient Transportation Decision Making (ETDM) process in the TPO's overall planning process.
- Participate in the Continuing Florida Aviation System Planning Process (CFASPP), and monitor progress on projects in the region.
- Participate in development of the 2060 Florida Transportation Plan (FTP).
- Participate in any special studies/projects that have an impact on the TPO's overall planning process.

**End Products:**

- Provide coordination with updates to Florida's FTP and SIS System Plan
- ETDM review/input for projects being screened, as requested
- CFASPP Participation, as required

**Responsible Agency:** Heartland TPO

#### **Task 4.4 Consultant Services**

**Purpose:** Secure up to three consultants to assist staff with transportation planning activities. This activity facilitates the accomplishment of UPWP work tasks where staff resources need enhancement and specific planning expertise.

**Previous Work:** None

#### **Methodology:**

One or more general planning consultants will be selected to support and provide assistance to the TPO with various work assignments outlined and authorized by the TPO. Tasks may be assigned to the General Planning Consultants (GPCs) under one or more contracts. Separate scopes of service for these assignments will be submitted through the TPO process for public review and TPO Board approval on an as-needed basis. Other activities in which the General Planning Consultant could assist staff include efforts to:

- Test different development scenarios to determine implications on the transportation system including transportation statistics
- Assist in the development of geographic information systems (GIS) for transportation including creating a linear referencing system, incorporating GIS data created and maintained by other agencies in different formats, and writing scripts or programs to automate repetitive GIS operations. This could include providing technical assistance and related public participation activities in transportation planning.
- Assist long range transit system planning, including transit network coding, as well as projecting capital, operating, and maintenance costs for transit systems
- Conduct area, corridor and scenario planning studies, including exploring, analyzing and evaluating options such as access management, transit, Intelligent Transportation System (ITS), Transportation System Management (TSM), and Travel Demand Management (TDM) measures including land planning and engineering
- Assess current and future ITS needs and develop a plan for countywide ITS deployment and integration, in accordance with an acceptable Regional ITS Architecture and adopted FDOT guidelines
- Assure that any scopes or agreements prepared by the TPO and proposed contracts provided by a General Planning Consultant (GPC) will be reviewed and evaluated by FDOT, FHWA and FTA for their concurrence prior to advertisement and execution

#### **End Products:**

- Provision of additional resources to accomplish assignments and studies authorized by the TPO and its plans
- Define Regional Roadways Network , as necessary
- Other special transportation planning studies, as needed

**Responsible Agency:** Heartland Regional TPO/Consultant Services

**Funding Sources:**

<b>TASK 4. SYSTEMS PLANNING</b>		
	<b>Year 1</b>	<b>Year 2</b>
FHWA (PL)	\$25,500	\$186,000
FDOT (Soft Match)	\$5,624	\$41,023
<b>TOTAL</b>	<b>\$31,124</b>	<b>\$227,023</b>
Note: Total includes all sub-tasks under Task 4.		

# TASK 5 REGIONAL COORDINATION

## **Task 5.1 Regional Plans and Programs\***

**Purpose:** This task provides for coordinated planning efforts between regional entities, i.e., other TPOs, Transportation Planning Organizations (TPOs), and other regional transportation planning agencies.

**Previous Work:** None

### **Methodology:**

- Support and participate in the Coordinated Urban Transportation Studies (CUTS) Committee of FDOT District One MPOs/TPOs
- Coordinate with each regional planning council on regional transportation issues

### **End Products:**

- Joint Regional TPO Board Meetings
- Periodic assessments of the effectiveness of all regional public involvement techniques for additions and improvements as needed
- Coordination efforts with Charlotte-Punta Gorda, Sarasota/Manatee, Lee, Collier, Palm Beach, and Martin MPOs, MetroPlan Orlando and the St. Lucie and Polk TPOs.
- Continued participation in the Metropolitan Planning Organization Advisory Council (MPOAC)

**Responsible Agency:** Heartland Regional TPO

\*No appropriated federal funds are used to influence or lobby, any member of Congress or their employees in connection with the awarding of contracts, grants, loans, agreements or their extension, renewal, modification or continuation.

**Task 5.2 Regional and Statewide Activities\***

**Purpose:** To facilitate activities and informational discussions to educate and advocate relevant legislative positions to federal, state, and local officials on issues that impact the operation and function of the TPO.

**Previous Work:** None

**Methodology:**

- Monitor all Legislative Delegation meetings that could impact the TPO process or its overall mission.
- Coordinate with the Metropolitan Planning Organization Advisory Council (MPOAC) on statewide legislative issues affecting the TPO.
- Meet with and discuss TPO relevant legislative issues with state, federal, and local officials and local organizational entities and associations.
- Provide information and facts for the development of TPO Legislative positions.

**End Products:**

- 2016 Legislative Position Statements prepared in December 2015.
- Attendance at state and local legislative sessions on TPO related issues, as needed in FY FY 2015/2016

**Responsible Agency:** Heartland Regional TPO

**Funding Sources:**

<b>TASK 5. REGIONAL COORDINATION</b>		
	<b>Year 1</b>	<b>Year 2</b>
FHWA (PL)	\$2,500	\$20,000
FDOT (Soft Match)	\$551	\$4,411
<b>TOTAL</b>	<b>\$3,051</b>	<b>\$24,411</b>
Note: Total includes all sub-tasks under Task 5.		

\*No appropriated federal funds are used to influence or lobby, any member of Congress or their employees in connection with the awarding of contracts, grants, loans, agreements or their extension, renewal modification or continuation.

## **APPENDIX A: BUDGET TABLES**

Table 1A	FY 2014/2015 Funding Sources and Anticipated Element Costs
Table 1B	FY 2014/2015 Proposed Participation by Agencies and Anticipated Element Costs
Table 2A	FY 2015/2016 Funding Sources and Anticipated Element Costs
Table 2B	FY 2015/2016 Proposed Participation by Agencies and Anticipated Element Costs

**HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)  
TABLE 1A - FUNDING SOURCES AND ANTICIPATED ELEMENT COSTS - UPWP FY 2014/2015**

*Adopted: Date*

	FHWA / PL		FTA / SECTION 5305(d)			TOTAL FEDERAL	TOTAL STATE	TOTAL LOCAL	TOTAL ELEMENT COST
	FEDERAL	STATE	FED	ST	LOC				
<b>TASK 1: ADMINISTRATION</b>									
1.1	PROGRAM MANAGEMENT & ACCOUNTING	13,425	2,961			13,425			13,425
1.2	CAPITAL PURCHASES	1,000	221			1,000			1,000
1.3	PUBLIC PARTICIPATION	15,000	3,308			15,000			15,000
<b>SUBTOTAL</b>		<b>29,425</b>	<b>6,490</b>	<b>0</b>	<b>0</b>	<b>29,425</b>	<b>0</b>	<b>0</b>	<b>29,425</b>
<b>TASK 2: DATA COLLECTION</b>									
2.1	HIGHWAY SYSTEM PERFORMANCE					0			0
2.2	LAND USE & SOCIO-ECONOMIC DATA	6,200	1,367			6,200			6,200
<b>SUBTOTAL</b>		<b>6,200</b>	<b>1,367</b>	<b>0</b>	<b>0</b>	<b>6,200</b>	<b>0</b>	<b>0</b>	<b>6,200</b>
<b>TASK 3: TRANSIT PLANNING</b>									
3.1	TRANSIT PLANNING PROGRAM *					0	0	0	0
3.2	TRANSPORTATION DISADVANTAGED PROGRAM **	500	110			500			500
<b>SUBTOTAL</b>		<b>500</b>	<b>110</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>500</b>
<b>TASK 4: SYSTEMS PLANNING</b>									
4.1	TRANSPORTATION IMPROVEMENT PROGRAM (TIP)					0			0
4.2	LONG-RANGE TRANSPORTATION PLAN	25,500	5,624			25,500			25,500
4.3	SPECIAL PROJECTS					0			0
4.4	CONSULTING SERVICES					0			0
<b>SUBTOTAL</b>		<b>25,500</b>	<b>5,624</b>	<b>0</b>	<b>0</b>	<b>25,500</b>	<b>0</b>	<b>0</b>	<b>25,500</b>
<b>TASK 5: REGIONAL COORDINATION</b>									
5.1	REGIONAL PLANS AND PROGRAMS ***	1,250	276			1,250			1,250
5.2	REGIONAL AND STATEWIDE ACTIVITIES	1,250	276			1,250			1,250
<b>SUBTOTAL</b>		<b>2,500</b>	<b>551</b>	<b>0</b>	<b>0</b>	<b>2,500</b>	<b>0</b>	<b>0</b>	<b>2,500</b>
<b>GRAND TOTAL</b>		<b>64,125</b>	<b>14,142 soft match</b>	<b>0</b>	<b>0</b>	<b>64,125</b>	<b>0</b>	<b>0</b>	<b>64,125</b>

\* FY 15/16 allocation of FTA funding under Section 5305 (d) consisting of \$84,781 federal, \$10,596 state, and \$10,596 local (Highlands County BoCC)

\*\* Transportation Disadvantaged coordination with Transportation Disadvantaged Coordinating Board for DeSoto County, for Hardee, Highlands, and Okeechobee Counties and for Glades and Hendry Counties.

\*\*\* Regional Coordination with adjacent MPO/TPO's including Charlotte County-Punta Gorda MPO, Polk TPO, Lee MPO, Sarasota/Mariatee MPO

*Note: FDOT will soft match FHWA PL funds using toll expenditures towards the non-federal matching share.*

**HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)  
TABLE 1B - PROPOSED PARTICIPATION BY AGENCIES AND ANTICIPATED ELEMENT COSTS  
UNIFIED PLANNING WORK PROGRAM FY 2014/2015**

<i>Adopted: Date</i>					
	STAFF SERVICES	CONSULTANT	OTHER	TOTAL ELEMENT COSTS	
<b>TASK 1: ADMINISTRATION</b>					
1.1	PROGRAM MANAGEMENT & ACCOUNTING	13,425		13,425	
1.2	CAPITAL PURCHASES		1,000	1,000	
1.3	PUBLIC PARTICIPATION	14,000	1,000	15,000	
SUBTOTAL		27,425	0	2,000	29,425
<b>TASK 2: DATA COLLECTION</b>					
2.1	HIGHWAY SYSTEM PERFORMANCE			0	
2.2	LAND USE & SOCIO-ECONOMIC DATA	6,200		6,200	
SUBTOTAL		6,200	0	0	6,200
<b>TASK 3: TRANSIT PLANNING</b>					
3.1	TRANSIT PLANNING PROGRAM *			0	
3.2	TRANSPORTATION DISADVANTAGED PROGRAM **	500		500	
SUBTOTAL		500	0	0	500
<b>TASK 4: SYSTEMS PLANNING</b>					
4.1	TRANSPORTATION IMPROVEMENT PROGRAM (TIP)			0	
4.2	LONG-RANGE TRANSPORTATION PLAN	25,500		25,500	
4.3	SPECIAL PROJECTS			0	
4.4	CONSULTING SERVICES			0	
SUBTOTAL		25,500	0	0	25,500
<b>TASK 5: REGIONAL COORDINATION</b>					
5.1	REGIONAL PLANS AND PROGRAMS ***	1,250		1,250	
5.2	REGIONAL AND STATEWIDE ACTIVITIES	1,250		1,250	
SUBTOTAL		2,500	0	0	2,500
<b>GRAND TOTAL</b>		<b>62,125</b>	<b>0</b>	<b>2,000</b>	<b>64,125</b>

\* FY 15/16 allocation of FTA funding under Section 5305 (d) consisting of \$84,781 federal, \$10,596 state, and \$10,596 local (Highlands County BoCC)

\*\* Transportation Disadvantaged coordination with Transportation Disadvantaged Coordinating Board for DeSoto County, for Hardee, Highlands, and Okeechobee Counties and for Glades and Hendry Counties.

\*\*\* Regional Coordination with adjacent MPO/TPO's including Charlotte County-Punta Gorda MPO, Polk TPO, Lee MPO, Sarasota/Manatee MPO

Note: FDOT will soft match FHWA PL funds using toll expenditures towards the non-federal matching share.

**HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)  
TABLE 2A - FUNDING SOURCES AND ANTICIPATED ELEMENT COSTS - UPWP FY 2015/2016**

*Adopted: Date*

	FHWA / PL		FTA / SECTION 5305(d)			TOTAL FEDERAL	TOTAL STATE	TOTAL LOCAL	TOTAL ELEMENT COST	
	FEDERAL	STATE	FED	ST	LOC					
<b>TASK 1: ADMINISTRATION</b>										
1.1	PROGRAM MANAGEMENT & ACCOUNTING	86,436	19,064			86,436			86,436	
1.2	CAPITAL PURCHASES	1,500	331			1,500			1,500	
1.3	PUBLIC PARTICIPATION	58,000	12,792			58,000			58,000	
SUBTOTAL		145,936	32,187	0	0	0	145,936	0	0	145,936
<b>TASK 2: DATA COLLECTION</b>										
2.1	HIGHWAY SYSTEM PERFORMANCE	22,000	4,852			22,000			22,000	
2.2	LAND USE & SOCIO-ECONOMIC DATA	10,000	2,206			10,000			10,000	
SUBTOTAL		32,000	7,058	0	0	0	32,000	0	0	32,000
<b>TASK 3: TRANSIT PLANNING</b>										
3.1	TRANSIT PLANNING PROGRAM *			84,781	10,596	10,596	84,781	10,596	10,596	105,973
3.2	TRANSPORTATION DISADVANTAGED PROGRAM **	1,200	265			1,200				1,200
SUBTOTAL		1,200	265	84,781	10,596	10,596	85,981	10,596	10,596	107,173
<b>TASK 4: SYSTEMS PLANNING</b>										
4.1	TRANSPORTATION IMPROVEMENT PROGRAM (TIP)	10,000	2,206			10,000			10,000	
4.2	LONG-RANGE TRANSPORTATION PLAN	120,000	26,466			120,000			120,000	
4.3	SPECIAL PROJECTS	11,000	2,426			11,000			11,000	
4.4	CONSULTING SERVICES	45,000	9,925			45,000			45,000	
SUBTOTAL		186,000	41,023	0	0	0	186,000	0	0	186,000
<b>TASK 5: REGIONAL COORDINATION</b>										
5.1	REGIONAL PLANS AND PROGRAMS ***	10,000	2,206			10,000			10,000	
5.2	REGIONAL AND STATEWIDE ACTIVITIES	10,000	2,206			10,000			10,000	
SUBTOTAL		20,000	4,411	0	0	0	20,000	0	0	20,000
<b>GRAND TOTAL</b>		<b>385,136</b>	<b>84,944 soft match</b>	<b>84,781</b>	<b>10,596</b>	<b>10,596</b>	<b>469,917</b>	<b>10,596</b>	<b>10,596</b>	<b>491,109</b>

\* FY 15/16 allocation of FTA funding under Section 5305 (d) consisting of \$84,781 federal, \$10,596 state, and \$10,596 local (Highlands County BoCC)

\*\* Transportation Disadvantaged coordination with Transportation Disadvantaged Coordinating Board for DeSoto County, for Hardee, Highlands, and Okeechobee Counties and for Glades and Hendry Counties.

\*\*\* Regional Coordination with adjacent MPO/TPO's including Charlotte County-Punta Gorda MPO, Polk TPO, Lee MPO, Sarasota/Manatee MPO

*Note: FDOT will soft match FHWA PL funds using toll expenditures towards the non-federal matching share.*

**HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)  
TABLE 2B - PROPOSED PARTICIPATION BY AGENCIES AND ANTICIPATED ELEMENT COSTS  
UNIFIED PLANNING WORK PROGRAM FY 2015/2016**

		<i>Adopted: Date</i>			
		STAFF SERVICES	CONSULTANT	OTHER	TOTAL ELEMENT COSTS
<b>TASK 1: ADMINISTRATION</b>					
1.1	PROGRAM MANAGEMENT & ACCOUNTING	86,436			86,436
1.2	CAPITAL PURCHASES			1,500	1,500
1.3	PUBLIC PARTICIPATION	50,000		8,000	58,000
SUBTOTAL		136,436	0	9,500	145,936
<b>TASK 2: DATA COLLECTION</b>					
2.1	HIGHWAY SYSTEM PERFORMANCE	20,000		2,000	22,000
2.2	LAND USE & SOCIO-ECONOMIC DATA	10,000			10,000
SUBTOTAL		30,000	0	2,000	32,000
<b>TASK 3: TRANSIT PLANNING</b>					
3.1	TRANSIT PLANNING PROGRAM *	45,973	60,000		105,973
3.2	TRANSPORTATION DISADVANTAGED PROGRAM **	1,200			1,200
SUBTOTAL		47,173	60,000	0	107,173
<b>TASK 4: SYSTEMS PLANNING</b>					
4.1	TRANSPORTATION IMPROVEMENT PROGRAM (TIP)	10,000			10,000
4.2	LONG-RANGE TRANSPORTATION PLAN	120,000			120,000
4.3	SPECIAL PROJECTS	8,000		3,000	11,000
4.4	CONSULTING SERVICES		45,000		45,000
SUBTOTAL		138,000	45,000	3,000	186,000
<b>TASK 5: REGIONAL COORDINATION</b>					
5.1	REGIONAL PLANS AND PROGRAMS ***	10,000			10,000
5.2	REGIONAL AND STATEWIDE ACTIVITIES	10,000			10,000
SUBTOTAL		20,000	0	0	20,000
<b>GRAND TOTAL</b>		<b>371,609</b>	<b>105,000</b>	<b>14,500</b>	<b>491,109</b>

\* FY 15/16 allocation of FTA funding under Section 5305 (d) consisting of \$84,781 federal, \$10,596 state, and \$10,596 local (Highlands County BoCC)

\*\* Transportation Disadvantaged coordination with Transportation Disadvantaged Coordinating Board for DeSoto County, for Hardee, Highlands, and Okeechobee Counties and for Glades and Hendry Counties.

\*\*\* Regional Coordination with adjacent MPO/TPO's including Charlotte County-Punta Gorda MPO, Polk TPO, Lee MPO, Sarasota/Manatee MPO

*Note: FDOT will soft match FHWA PL funds using toll expenditures towards the non-federal matching share.*

## **APPENDIX B: MAP-21 PLANNING FACTORS**

**UPWP FY 2014/2015 and 2015/2016 MAP 21 Planning Factors**

Task	Support Economic Vitality of USA and global competitiveness, productivity and efficiency	Increase safety of the Transportation System	Increase security of the Transportation System	Increase the accessibility and mobility of people and freight	Protect/enhance the environment, promote energy, conservation, and improve the quality of life...	Enhance the integration and connectivity of the transportation system	Promote efficient system management and operation	Emphasize the preservation of the existing transportation system
<b>1 Administration</b>								
1.1	X	X	X	X	X	X	X	X
1.2								
1.3			X	X	X	X		
<b>2 Data Collection</b>								
2.1	X	X	X	X	X	X	X	
2.2	X	X	X	X	X	X	X	
<b>3 Transit Planning</b>								
3.1	X	X	X	X	X	X	X	
3.2	X	X	X	X	X	X	X	
<b>4 Systems Planning</b>								
4.1	X	X		X		X	X	X
4.2	X	X	X	X	X	X	X	X
4.3	X	X		X		X	X	X
4.4								
<b>5 Regional Coordination</b>								
5.1	X	X	X	X	X	X	X	X
5.2	X	X		X	X	X		X

## **APPENDIX C: DISTRICT PLANNING ACTIVITIES**

This appendix lists planning studies being conducted within the six county Heartland Region by the Florida Department of Transportation (FDOT) District One.

- 1. GIS Application Development and System Maintenance**
- 2. Systems Planning and Reviews**
- 3. Interchange Reviews**
- 4. Travel Demand Model Development**
- 5. ETDM/Community Impact Assessment**
- 6. Statistics**
- 7. Traffic Counts Program**
- 8. Modal Development Technical Support**
- 9. Commuter Services**

## **APPENDIX D: ACRONYMS**

## ACRONYMS

For your information, these are some of the acronyms the TPO works with on a daily basis.

<b>AARP</b>	American Association of Retired Persons
<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ADA</b>	Americans with Disabilities Act
<b>AER</b>	Annual Expenditure Report
<b>AHCA</b>	Agency for Health Care Administration
<b>ATPO</b>	Association of Transportation Planning Organizations
<b>APR</b>	Annual Performance Report
<b>ARRA</b>	American Recovery and Reinvestment Act of 2009
<b>ATMS</b>	Automatic Traffic Management System
<b>BCC</b>	Board of County Commissioners
<b>BEBR</b>	Bureau of Economic and Business Research
<b>BPAC</b>	Bicycle/Pedestrian Advisory Committee
<b>BMS</b>	Bridge Management System
<b>CAC</b>	Citizens Advisory Committee
<b>CAMP</b>	Corridor Access Management Plan
<b>CAP</b>	Commuter Assistance Program
<b>CDMS</b>	Crash Data Management System
<b>CFR</b>	Code of Federal Regulations
<b>CFASPP</b>	Continuing Florida Aviation System Planning Process
<b>CFRPC</b>	Central Florida Regional Planning Council
<b>CIA</b>	Community Impact Assessment
<b>CIP</b>	Capital Improvements Program
<b>CMP</b>	Congestion Management Process
<b>CMS</b>	Congestion Management System
<b>COOP</b>	Continuity of Operations Plan

<b>CRA</b>	Community Redevelopment Agency
<b>CST</b>	Construction
<b>CTC</b>	Community Transportation Coordinator
<b>CTD</b>	Florida Commission for the Transportation Disadvantaged
<b>CTPP</b>	Census Transportation Planning Package
<b>CTST</b>	Community Traffic Safety Team
<b>CUTR</b>	University of South Florida Center for Urban Transportation Research
<b>CUTS</b>	Coordinated Urban Transportation Studies
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DOEA</b>	Department of Elder Affairs
<b>DOPA</b>	Designated Official Planning Agency
<b>DRI</b>	Development of Regional Impact
<b>E+C</b>	Existing plus committed network (used in modeling)
<b>EAR</b>	Comprehensive Plan Evaluation and Appraisal Report
<b>EJ</b>	Environmental Justice
<b>EOP</b>	Emergency Operations Plan
<b>EPA</b>	Environmental Protection Agency
<b>ETAT</b>	Environmental Technical Advisory Team
<b>ETDM</b>	Efficient Transportation Decision Making
<b>FAA</b>	Federal Aviation Administration
<b>FAC</b>	Florida Administrative Code
<b>FACTS</b>	Florida Association of Coordinated Transportation Systems
<b>FDOT</b>	Florida Department of Transportation
<b>FAP</b>	Federal Aid Program
<b>FHWA</b>	Federal Highway Administration
<b>FM</b>	Financial Management
<b>FREDI</b>	Florida Rural Economic Development Initiative

<b>FHREDI</b>	Florida’s Heartland Regional Economic Development Initiative
<b>FSUTMS</b>	Florida Standard Urban Transportation Model Structure
<b>FS</b>	Florida Statutes
<b>FTA</b>	Federal Transit Administration
<b>FTP</b>	Florida Transportation Plan
<b>FY</b>	Fiscal Year
<b>GIS</b>	Geographic Information Systems
<b>GPC</b>	General Planning Consultant
<b>HOA</b>	Home Owners Association
<b>HP&amp;R/D</b>	Highway Planning and Research/Department, also known as state “D” funds.
<b>ICAR</b>	Intergovernmental Coordination and Review.
<b>IMS</b>	Intermodal Management System
<b>ISTEA</b>	Intermodal Surface Transportation Efficiency Act
<b>IT</b>	Information Technology
<b>ITS</b>	Intelligent Transportation System
<b>JPA</b>	Joint Participation Agreement
<b>LCB</b>	Local Coordinating Board
<b>LEP</b>	Limited English Proficiency
<b>LOS</b>	Level of Service
<b>LRTP</b>	Long Range Transportation Plan
<b>MAP-21</b>	Moving Ahead for Progress in the 21 <sup>st</sup> Century
<b>MOA</b>	Memorandum of Agreement
<b>MPO</b>	Metropolitan Planning Organization
<b>MPOAC</b>	Metropolitan Planning Organization Advisory Council
<b>NARC</b>	National Association of Regional Councils
<b>NHS</b>	National Highway System
<b>MSTU</b>	Municipal Service Tax Unit

<b>NPS</b>	National Park Service
<b>PD&amp;E</b>	Project Development and Environment Study
<b>PE</b>	Preliminary Engineering (Design)
<b>PEA</b>	Planning Emphasis Area
<b>PPE</b>	Public Participation Element
<b>PIP</b>	Public Involvement Plan
<b>PL</b>	FHWA Transportation Planning Funds
<b>PMS</b>	Pavement Management System
<b>RAO</b>	Rural Area of Opportunity
<b>RFLI</b>	Request for Letters of Interest
<b>RPC</b>	Regional Planning Council
<b>RSF</b>	Regionally Significant Facility
<b>RTCA</b>	Rivers, Trails, and Conservation Assistance Program
<b>R/W or ROW</b>	Right of Way
<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users.
<b>SIS</b>	Strategic Intermodal System
<b>SMS</b>	Safety Management System
<b>SPR</b>	State Planning and Research
<b>STIP</b>	State Transportation Improvement Program
<b>SWFRPC</b>	Southwest Florida Regional Planning Council
<b>SWFTI</b>	Southwest Florida Transportation Initiative
<b>TAC</b>	Technical Advisory Committee
<b>TAP</b>	Transportation Alternatives Program
<b>TAZ</b>	Traffic Analysis Zone
<b>TD</b>	Transportation Disadvantaged
<b>TDM</b>	Travel Demand Management
<b>TDP</b>	Transit Development Plan

<b>TDSP</b>	Transportation Disadvantaged Service Plan
<b>T/E</b>	Trip and Equipment
<b>TEA-21</b>	Transportation Equity Act for the 21 <sup>st</sup> Century
<b>TIGER</b>	Transportation Investment Generating Economic Recovery
<b>TIM</b>	Traffic Incident Management
<b>TIP</b>	Transportation Improvement Program
<b>TMA</b>	Transportation Management Area
<b>TOP</b>	Transportation Outreach Program
<b>TPO</b>	Transportation Planning Organization
<b>TRB</b>	Transportation Research Board
<b>TRIP</b>	Transportation Regional Incentive Program
<b>TSM</b>	Transportation System Management
<b>TTF</b>	Transit Task Force
<b>UPWP</b>	Unified Planning Work Program
<b>USC</b>	United States Code
<b>USDOT</b>	United States Department of Transportation
<b>UA</b>	Urbanized Area
<b>YOE</b>	Year of Expenditure



## RESOLUTION 2015-5C

### A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AUTHORIZING THE SIGNING OF THE INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENT

**A RESOLUTION of the Central Florida Regional Planning Council authorizing the execution of that certain Joint Participation Agreement (JPA).**

**WHEREAS**, the HRTPO is a six-county transportation planning organization covering the counties of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee and the cities of Avon Park and Sebring in the urbanized area of Highlands County, Florida; and is the duly designated and constituted agency responsible for the continuing, cooperative, and comprehensive transportation planning process within the metropolitan planning area; and

**WHEREAS**, the Florida Statutes require MPOs/TPOs to execute agreements with the regional intergovernmental coordination and review agencies and the operators of public transportation systems, this JPA consolidates these two requirements into one agreement; and

**WHEREAS**, the Intergovernmental Coordination and Review and Public Transportation Coordination JPA describes the process for coordination of HRTPO planning and programming activities and also defines the process for fulfilling the clearinghouse requirements for federally funded activities; and

**WHEREAS**, the Intergovernmental Coordination and Review and Public Transportation Coordination JPA establishes the cooperative relationship between the HRTPO, the FDOT, and the Regional Planning Councils (RPCs) created under Section 186.04, Florida Statutes; and

**WHEREAS**, the RPCs are typically the intergovernmental coordination and review agencies, the Central Florida Regional Planning Council (CFRPC) and the Southwest Florida Regional Planning Council (SWFRPC) have responsibilities for counties within the HRTPO planning area boundaries, the CFRPC and the SWFRPC will both be signatories to this agreement;

**WHEREAS**, pursuant to Section 189.429, Florida Statutes, the Sebring Airport Authority operates the airport and other facilities and is designated as an economic development Catalyst site.



**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, FLORIDA:**

1. That the Intergovernmental Coordination and Review and Public Transportation Coordination JPA is approved.
2. That Patricia M. Steed, Executive Director is authorized to enter into, modify or terminate the JPA, unless specifically rescinded.

**DULY PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF MAY, 2015.**

**By:** \_\_\_\_\_  
**Juril O. Mansfield, Chairman**

**ATTEST:**

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into on this 29th day of April, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the Heartland Regional Transportation Planning Organization; the Central Florida Regional Planning Council (CFRPC) and the Southwest Florida Regional Planning Council ; *(and where applicable, insert the names of the appropriate port, transit, and/or aviation authorities).*

**RECITALS**

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §§450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC §134(d), 49 USC §5303, 23 CFR §450.310, and Section 339.175(2), (3), and (4) F.S., the Heartland Regional Transportation Planning Organization, herein after referred to as the Metropolitan Planning Organization or MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to the Interlocal Agreement executed on April 28, 2015, and filed with the Clerk of the Circuit Court of the Counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee and Polk, the MPO was established;

WHEREAS, pursuant to Chapter n/a Laws of Florida, the n/a was created and established with the purpose of n/a; Section 189.429, F.S., Laws of Florida, the Sebring Airport Authority was created and established with the purpose of maintaining and operating airport and other facilities;

WHEREAS, pursuant to Chapter n/a, Laws of Florida, the n/a was created and established with the purpose of n/a;

WHEREAS, pursuant to Section 339.175(10)(a)(2), F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., and Chapter 29 G, Florida Administrative Code (FAC), the Central Florida Regional Planning Council, herein after referred to as the Regional Planning Council or the RPC, was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Chapter 29 G, FAC, the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450.314 and Section 339.175(10)(a)(3), F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450.212 and §450.318) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450.314 and Section 339.175(10), F.S.; and

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

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

## **ARTICLE 1**

### **RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

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

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

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §§450.212 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

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

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134(b)(1), 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

Metropolitan Planning Organization (MPO) means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in Title 23 USC §134(b)(2), Title 49 USC §5303, and Section 339.175(1), F.S. This may also be referred to as a Transportation Planning Organization (TPO).

Regional Planning Council means and refers to the Central Florida Regional Planning Council and Southwest Florida Regional Council created pursuant to Section 186.504, F.S., and identified in Chapter 29 G and I, FAC.

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

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

## **ARTICLE 2** **PURPOSE**

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Transit Authority, the Port Authority, the Aviation Authority, and [insert the names of other entities as needed] in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

## **ARTICLE 3** **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING** **WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Transit Authority, Port Authority, Aviation Authority, and [insert the names of other entities as needed] to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.

- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include no later than July 6, 2014 if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

#### Section 3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Port Authority, Aviation Authority, and [insert the names of other entities as needed]. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Transit Authority, the Port Authority, Aviation Authority, [insert the names of other entities as needed] advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Port Authority, Aviation Authority, and [insert the names of other entities as needed] shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per MPO bylaws, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO, the [insert name of Transit Authority], the [insert name of Port Authority], the [insert name of Aviation Authority], and [insert the names of other entities as applicable] shall analyze for each local government in the Metropolitan Planning Area:
- (i) each comprehensive plan's future land use element;

- (ii) the goals, objectives, and policies of each comprehensive plan; and
  - (iii) the zoning, of each local government in the Metropolitan Planning Area.
- (2) Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, the Port Authority, Aviation Authority, and [insert the names of other entities as applicable], shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
- (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.
- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO, the MPO shall analyze the master plans of the [insert name of Port Authority], the [insert name of Aviation Authority], the [insert name of Transit Authority], and [insert names of other entities as applicable]. Based upon the foregoing review and a consideration of other transportation-related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long Range Transportation Plan, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

**ARTICLE 4**  
**INTERGOVERNMENTAL COORDINATION AND REVIEW**

Section 4.01. Coordination with Regional Planning Council. The RPC shall perform the following tasks:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
- (1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
- (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
- (3) Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.
- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

**ARTICLE 5**  
**CONFLICT AND DISPUTE RESOLUTION PROCESS**

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. 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:

Florida Department of Transportation: District Director for Planning and Programs

MPO: Heartland Regional Transportation Planning Organization

Central Florida Regional Planning Council: Patricia M Steed, Executive Director

Southwest Florida Regional Planning Council: Margaret A Wuerstle, Executive Director

:

Sebring Airport Authority: Mike Willingham, Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

Florida Department of Transportation: District Secretary

Heartland Regional Transportation Planning Organization:

Central Florida Regional Planning Council: Patricia M Steed, Executive Director

Southwest Florida Regional Planning Council: Margaret A Wuerstle, Executive Director

:

Sebring Airport Authority: Mike Willingham, Executive Director

Section 5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

*Central Florida Regional Planning Council*

*555 E Church St., Bartow, FL 33830*

*Southwest Regional Planning Council*

*1926 Victoria Ave., Fort Myers, FL 33901*

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

Section 6.05. Interpretation.

- (a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and

(3) The word “shall” is mandatory, and “may” is permissive.

- Section 6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.
- Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- Section 6.08. Effective date. This Agreement shall become effective upon its recording by all parties hereto.
- Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.
- Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.
- Section 6.11. Rights and remedies not waived. 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 any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.
- Section 6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

*[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]*

Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

**Signed, Sealed and Delivered in the presence of:**

**Central Florida Regional Planning Council**

By: \_\_\_\_\_  
Patricia M. Steed, Executive Director

Date: \_\_\_\_\_

Witness  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney

Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

**Signed, Sealed and Delivered in the presence of:**

**Southwest Florida Regional Planning Council**

By: \_\_\_\_\_  
Margaret A. Wuerstle, Executive Director

Date: \_\_\_\_\_

Witness  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney

Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

**Signed, Sealed and Delivered in the presence of:**

**Sebring Airport Authority**

By: \_\_\_\_\_  
Mike Willingham, Executive Director

Date: \_\_\_\_\_

Witness  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney

Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

**Signed, Sealed and Delivered in the presence of:**

**Heartland Regional Transportation Planning Organization**

By: \_\_\_\_\_  
James L. Brooks, Chair

Date: \_\_\_\_\_

Witness  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney

Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

**Signed, Sealed and Delivered in the presence of:**

**Florida Department of Transportation, District One**

By: \_\_\_\_\_  
Billy Hattaway, District One Secretary

Date: \_\_\_\_\_

Witness  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney

## ATTACHMENT A

### Scope of Work

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA requires industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Created by Governors Executive Order and chaired by the Director of DEM, the State Emergency Response Commission on Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 27 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the local level, the eleven Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and / or transportation. This Agreement provides funding so that the Recipient, as an RPC, can maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA. Payments are on a reimbursable basis and shall be made on a quarterly basis. ***The maximum payment during any quarter shall not exceed 25% of the total award in the first quarter, 50% of the award through the second quarter and 75% of the award through the third quarter. The LEPC will NOT be reimbursed for hours worked outside the reporting period.***

#### TASKS:

##### (1) PROVIDE STAFF SUPPORT TO THE LOCAL EMERGENCY PLANNING COMMITTEE

The Recipient shall:

(a) Designate at least one employee to support the quarterly LEPC meetings. The support for the LEPC meetings shall include the following: developing agendas and preparing minutes of the meetings in accordance with Section 252.90, Florida Statutes; providing timely notice to LEPC members and the general public of meeting dates and locations and other LEPC activities; publishing meeting dates in the Florida Administrative Register in accordance with Chapter 120, Florida Statutes; posting meeting agendas on the Recipient's website at least seven days prior to the meeting in accordance with Chapter 120.525, Florida Statutes; providing timely notice of meetings to local newspapers, other appropriate media, and interested parties; providing pertinent documents and materials for distribution at the meetings; attending the meetings; and, conducting presentations as requested by the Division;

(b) Serve as the mailing address for the LEPC;

(c) Maintain records concerning reporting notifications pursuant to Sections 302, 303, 304, 311 and 312 of EPCRA.

(d) Notify the Division of any changes regarding the individual designated as the primary staff contact.

(e) Utilize uniform reporting forms as established by the SERC.

(f) Within the limits of compensation as set forth in this Agreement, attend all hazardous materials training courses, workshops, and conferences conducted by the Division within the district.

(g) Conduct public presentations, on request, for interested parties in the district on the EPCRA program within the limits of compensation as set forth in this Agreement.

(h) Prepare and send materials to those individuals requesting EPCRA information pursuant to Section 324 (a) of EPCRA. Copying costs consistent with Section 252.88(4), Florida Statutes, shall be charged to the recipients of materials. Charges for public information searches shall be consistent with Rule 27P-14.010, Florida Administrative Code. Any copying charges recovered by the LEPC shall be reported to the Division in the quarterly report.

(i) In newspapers of general circulation within the Recipient's geographical boundaries, publish public availability of information notifications pursuant to Section 324(b) of EPCRA.

(j) As directed by the SERC, establish a mechanism that provides for information sharing and feedback to Section 302 facilities within the District regarding emergency planning and hazards analyses.

(k) Provide the Division with a report each quarter, due by the 30<sup>th</sup> day following the end of the quarter, to include all reimbursement request documentation (time logs, cancelled checks, travel claims, third party contracts, administrative expense, and indirect costs). Reporting quarters end September 30, 2015, December 31, 2015, March 31, 2016 and June 30, 2016.

## (2) PLAN DEVELOPMENT AND EXERCISE

The Recipient shall:

(a) Prepare and update the LEPC Hazardous Materials Emergency Response Plan. The LEPC plan shall include and address each of the planning provisions outlined in Section 303(c) of EPCRA and shall consist of the following:

1. Identification of facilities, within the counties in the district that are subject to the requirements of Section 302 of EPCRA.

2. Hazards and Vulnerability Analyses of the chemicals covered under Section 302 of EPCRA consistent with Section 303 of EPCRA, and the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

3. A Risk Analysis of the chemicals covered under Section 302 of EPCRA, consistent with Section 303 of EPCRA, and with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

4. The work product submitted by the Recipient to fulfill this plan development task is not required to include Hazards, Vulnerability and Risk Analyses appearing verbatim in the county

information; however, the work product shall include a complete listing of sites for which Hazards, Vulnerability and Risk Analyses have been performed. This listing must include, at a minimum, facility name, facility physical address and the county where the facility is located.

(b) If not performed in the previous award period, conduct an exercise involving the hazardous materials emergency plan during the award period. This exercise may be a tabletop, functional or a full-scale simulation and should test a minimum of two functional areas (e.g., communication, evacuation, resource management). The exercise shall be regional in scope to reflect an incident requiring a multi-jurisdictional or a cooperative response. The Recipient shall use the Homeland Security Exercise Evaluation Program (HSEEP) to plan, conduct and evaluate the exercise. The required exercise staffing tasks consist of the following:

1. Meet with local emergency management staff and local emergency response officials within the district to accomplish the following:

- (a) Explain the intent and scope of the exercise;
- (b) Establish a method to coordinate procedures among local emergency response officials;
- (c) Identify key personnel to be involved in the exercise which shall include county emergency management staff; and
- (d) Develop exercise goals and objectives.

2. Develop an exercise scenario which includes the following work products:

- (a) A detailed schedule of exercise events;
- (b) Exercise messages; and
- (c) Exercise control procedures and responsibilities.

3. Conduct and evaluate exercise. Following the completion of the exercise, all major participants will meet to discuss the exercise. Discussion should include the following:

- (a) Identification of areas for improvement in the regional hazardous materials emergency plan;
- (b) Discussion of the effectiveness of operational procedures; and
- (c) Recommendations for improving performance.

4. If an actual event involving hazardous materials is used to substitute for an exercise, all reports and documentation must be submitted prior to the end of the contract period to receive credit for the exercise requirement. The use of this option requires written approval from the Division prior to the end of the contract period.

5. The Recipient shall develop an after-action report for the LEPC biennial exercise containing the results of the exercise, a summary of the post-exercise meeting in c. above, and subsequent recommendations. The report should also reflect what is being done, or will be done, to address the recommendations.

6. Upon mutual consent, the exercise work tasks may be adjusted or revised for good cause. Requests for revision(s) shall be submitted in writing to the Division at least 7 business days in advance of the exercise and shall outline the justification(s) for the revision(s).

(3) TECHNICAL ASSISTANCE

The Recipient shall:

(a) Assist in county hazards analysis development within the LEPC district by providing technical assistance when requested in the development of chemical identity, vulnerability, risk and hazards analyses of the chemicals covered under Section 302 of EPCRA.

(b) Distribute SERC-developed hazardous materials training course information and assist the Division in scheduling and conducting hazardous materials workshops and training.

(4) TRAINING COORDINATION / PLANNING

The Recipient may:

(a) Utilize funding from this agreement in conjunction with planning and coordinating HMEP training

(b) Utilize funding from this agreement in conjunction with planning and coordinating Transportation and Community Awareness and Emergency Response (TRANSCAER)