



Hillsborough TPO

Transportation Planning Organization

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Executive Director



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TPO Board Meeting and Public Hearing

Wednesday, June 14, 2023 @ 6:00pm

Hillsborough County Center, 601 E. Kennedy Blvd., 2nd Floor

All voting members are asked to attend in person, in compliance with Florida's Government in the Sunshine Law. Please RSVP for this meeting. Presenters, audience, and members in exceptional circumstances may participate remotely.

This meeting may be viewed on Hillsborough Television (HTV) by visiting Spectrum: 637, Frontier: 22 or live stream from [Hillsborough County's Live YouTube Channel](#) or the County website's [Live Meetings](#) link, also found in the County [Newsroom](#). The agenda packet, presentations, and any supplemental materials are posted on the [TPO's online calendar](#).

Public comment opportunities:

To speak during the meeting - No later than 30 minutes before the meeting, please sign up [here](#) or phone 813-756-0371 for assistance. Provide the phone number you will call in from, so that we can recognize your call in the queue. You will receive an auto-reply confirming we received your request, along with instructions.

Comments may also be given up to **9am** on the day of the meeting:

- by leaving a voice message at (813) 756-0371
- by e-mail to tpo@plancom.org
- by visiting the event posted on the [Facebook page](#).

Advance comments will be provided in full to the board members and verbally summarized during the meeting by TPO staff.

Rules of engagement: Professional courtesy and respect for others at this meeting are expected, and failure may result in dismissal from the meeting. For more information on expectations for participation, please see the TPO's [Social Networking & Media Policy](#).

Agenda

I. Call to Order & [Pledge of Allegiance](#)

II. Roll Call & Declaration of Quorum (Gail Reese, TPO Staff)

A. Vote of Consent for Remote Member Participation – *if applicable*

III. [Approval of Minutes – May 10, 2023](#)

IV. **Public Comment on items other than the TIP** - 3 minutes per speaker, please. Staff will unmute you when the chair recognizes you.

V. Committee Reports and Advance Comments on items other than the TIP
(Rick Fernandez, CAC Chair; Lizzie Ehrreich, TPO Staff)

VI. Consent Agenda

- A. Committee Appointments
- B. Contracts with Previously Selected General Planning Consultants
- C. USF Master of Urban & Regional Planning Fellowship MOU Renewal
- D. Resolutions Implementing UPWP FY23-24 Update

VII. Action Items

- A. Executive Director Semifinalist Selection (Meghan Betourney, TPO Staff)

VIII. PUBLIC HEARING:

Transportation Improvement Program (TIP) Annual Update

TIP for October 1, 2024-September 30, 2028

- Staff Presentation (Johnny Wong, TPO Staff)
- Public Comment - *Time allotted to each speaker may be adjusted by the chairman to accommodate as many speakers as possible.*
- Summary of Comments Submitted in Advance (Lizzie Ehrreich, TPO Staff)
- Board Discussion and Action – *Roll-call vote required.*

IX. Executive Director's Report

- Board assistance needed: TMA Leadership Group Member and Livable Roadways Committee Chair vacancies
- Plan Hillsborough Strategic Plan Joint Board Workshop: June 16, 8:30am-Noon, Tampa Firefighters Museum
- Suncoast Transportation Planning Alliance & TMA Leadership Group meetings: June 23, 10:30am and 9:00am respectively, FDOT District 7 Auditorium and GoToWebinar

X. Old Business & New Business

XI. Adjournment

XII. Addendum

- A. Announcements
 - Community Conversation Open House with FDOT

- [Save the Date: October 18, 2023 @ 5:15 – 8:15. The Planning Commission's 41st Annual Planning and Design Awards](#)
- [Fowler Ave PD&E Study Workshop, June 15, 5:30-7:30pm](#)

B. Project Summaries & Other Status Reports

- [Update of the City of Tampa Mobility Section](#)
- [Detailed Summary of Bills that passed](#)

C. Correspondence

- [Letter to Sec Buttigieg re: Tampa Regional Infrastructure Accelerator Grant](#)
- [Letter to Brian Hunter re: Use of Carbon Reduction Program Funding](#)

D. Articles Related to TPO Work

[Town Hall Meeting at University Area CDC](#) | Tampa Bay Newswire | 05.16.23
[Community disagrees on the future of All for Transportation tax dollars](#) | WFTS ABC Action News | 05.16.23
[A community divided: Residents weigh in on Pebble Creek Golf Course redevelopment plans](#) | WTSP 10 Tampa Bay | 05.15.23
[Tampa Bay regional transportation study faces year-end deadline](#) | Tampa Bay Business Journal | 05.11.23
[Transportation planning vote fast-tracks Tampa road improvement project](#) | WTSP 10 Tampa Bay | 05.11.23
[Possible merger of transportation organizations sparks debate in Hillsborough County](#) | 88.5 WMNF | 05.10.23
[Tampa Bay RPC names 13 honorees for 2023 Future of the Region Awards](#) | Patch Tampa, FL | 05.10.23
[Tampa Bay Regional Planning Council names 13 honorees for the 2023 Future of the Region Awards](#) | Tampa Bay Newswire | 05.10.23
[Hillsborough transportation board to vote on speeding up improvements to Florida Avenue and Tampa Street](#) | WFTS ABC Action News | 05.10.23
[Amid Tampa skepticism, regional transportation plan advances](#) | Tampa Bay Times | 05.10.23
[FDOT's Tampa Bay secretary: 'We're looking at moving people and goods, not cars and trucks'](#) | Tampa Bay Business Journal | 05.09.23
[Tampa City Council denies condo tower on Bayshore synagogue property](#) | Tampa Bay Business Journal | 05.12.23
[Legislators fail to decide how to use \\$570M in Hillsborough transportation funds](#) | Tampa Bay Business Journal | 05.05.23
[Now is the Time to Address Safety on State-Owned Roads](#) | StreetsBlog USA | 05.05.23
[Is a regional transit planning agency happening?](#) | Catalyst | 05.04.23
[Hillsborough transportation sales tax refunds off for this year](#) | Florida Politics | 05.04.23
[Hillsborough County surtax refund fix could wait a year](#) | Tampa Bay Business Journal | 05.01.23
[Hillsborough sales tax refund includes legal fees - but for whom?](#) | Tampa Bay Times | 05.01.23
[Plan advances for long-neglected Wimauma, despite housing conflict](#) | Business Observer | 04.27.23
[Budget conference: Lawmakers close in on \\$1M for Tampa Museum of Art expansion](#) | Florida Politics | 04.25.23
[Hillsborough CEOs ask Gov. Ron DeSantis to avoid tax cut for 2018 transportation funds](#) | Tampa Bay Business Journal | 04.21.23
[Hillsborough business leaders urge Gov. DeSantis to use transportation tax revenue for, well, transportation](#) | Florida Politics | 04.19.23

The full agenda packet is available on the TPO's website, www.planhillsborough.org, or by calling (813) 272-5940.

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**HILLSBOROUGH TRANSPORTATION PLANNING ORGANIZATION BOARD
HYBRID MEETING MAY 10, 2023
DRAFT MINUTES**

I. Call to Order, Pledge of Allegiance *(Timestamp 0:05:38)*

Chair Myers called the meeting to order at 9:00 AM and led the pledge of allegiance. The meeting was held in person and virtually via WebEx.

II. Roll Call *(Gail Reese, TPO Staff) (Timestamp 0:00:00)*

The following members were present in person: Commissioner Gwen Myers, Councilmember Gil Schisler, Commissioner Michael Owen, Commissioner Joshua Wostal, Commissioner Harry Cohen, Councilmember Alan Clendenin, Councilmember Guido Maniscalco, Mayor Nate Kilton, Charles Klug, Bob Frey, Scott Drainville, Steven Bernstein

The following members were present virtually: School Board Member Jessica Vaughn, Joe Lopano

The following members were absent/excused: Commissioner Pat Kemp

A quorum was met in person.

A. Vote of Consent for Remote Member Participation.

Councilmember Maniscalco moved to allow remote participation, seconded by Councilmember Schisler; the voice vote passed unanimously.

III. Recognition of Councilmember Citro for TPO Board Service (Beth Alden, Executive Director) *(Timestamp 0:08:15)*

- Mr. Citro said a few words and expressed thoughts for the TPO Board going forward.

IV. Approval of Minutes *(Timestamp 0:11:14)* – April 12, 2023.

Chair Myers sought a motion to approve the April 12, 2023 minutes. Councilmember Maniscalco so moved, seconded by Commissioner Cohen; the voice vote passed unanimously.

V. Public Comment on Agenda Items *(Timestamp 0:11:28)* (30 minutes total, with up to 3 minutes per speaker) Additional comments made via [Social Media](#) and [Email](#) can be found at the end of these minutes.

- **Rick Fernandez** – Comments related to the Merger MOU and TPO Executive Director Search. Noted that there has been a lack of transparency on these topics. The CAC has been left out of both of these items. The suggestion that a CAC member be appointed to the interview committee has not been acted on. The TPO/MPO Merger MOU has not come before the CAC. Referenced email comments submitted. Stands in opposition to the merger, Article 2,

Paragraph A is alarming. The language intends to investigate to reach a goal. The public needs to be involved in this process.

- **Chris Vela** – Opposes the merger. There is already a regional board with the Regional Planning Council. The Planning Commission has an interlocal board for planning along the river. The county doesn't need a regional board to make decisions, it is not required by law. The SCTPA is already a regional board recognized by the state. If the merged MPO is created, it is a big government and Hillsborough County taxpayers will be funding regional projects. Noted the expansion in Orlando and the contractors that go to offshore banks to fund projects against taxpayer money. Toll lane projects do not break even until much later in time. TBART and TBARTA have both voted to dissolve themselves. A regional board is not necessary to get into interlocal agreements for regional projects.
- **Mike Drapak** – Recent transplant to Hillsborough County. Chose Hillsborough County because of the meticulous planning that distinguishes it from neighboring counties. Came from Chicago and Tampa was the best fit. Encouraged the TPO Board to stand against the merger. The state legislature's move to control the prioritization of major roads over local projects could have a major impact. Local decision-making power will go to a board made up of elected officials from other counties. There is a sparse precedent of de-designating an MPO. This should be a red flag. The speaker brought up several questions about the report directed to be written and submitted. It was noted that this is a fiscal burden after a local referendum has already been defeated.

VI. Committee Reports & Advance Comments (Rick Fernandez, CAC Chair and Gena Torres, TPO Staff) *(Timestamp 0:22:33)*

A. CAC – May 3, 2023 (Rick Fernandez, CAC Chair)

- Action Items
 - TIP Amendments on the TPO Board agenda today. Inquired whether the improvements will accommodate dedicated transit. Staff was able to provide the Mobility Plan to clarify the details of this project. Straw Poll passed 11 – 0
 - UPWP Straw Poll passed 11 – 0
 - Annual Certification of Metropolitan Transportation Planning Process. TPO Staff received praise for contributions to the planning profession and notable achievements; concern was expressed over the absence of any mention regarding the nation's leading traffic death tolls.
 - Draft CAC Resolution Regarding Partner Agency in the Committee Process - deferred
- Status Reports
 - Hillsborough County Truck Route Plan Update and 2050 Freight and Goods Movement Technical Memo
 - Draft FY24-28Transportation Improvement Program Update
- The June meeting of the CAC will be extended to 3 hours to allow for sufficient time to review the TIP. The July meeting will be converted from an optional social meeting to a business meeting to discuss the Coast and Revenue details Needs Assessment.

Other Committee Reports

Regarding today's Board action items, in addition to the CAC comments, the Technical Advisory Committee approved:

- **TIP Amendment for Tampa & Florida Corridor Improvements**
 - Members inquired about lane widths, users allowed in the Bus only lane, and the timing between the interim and final condition.
- **Unified Planning Work Program Update and Amendment**
- **Annual Certification of Metropolitan Transportation Planning Process**

Many other great presentations were heard

- US41/CSX Grade Separation PD&E is also on your agenda today
- Updates were given on preparations for the 2050 Long Range Plan:
- The BPAC heard about the proposed US Bicycle Route 15
- The Transportation Disadvantaged Coordinating Board approved the Community Transportation Coordinator Service Rates and the 2023 Transportation Disadvantaged Service Plan

B. Public Comments Received Through Email & Social Media (Gena Torres, TPO Staff).

- Facebook
 - Presumably in regard to the TIP item on Florida/Tampa project, there was a comment from **Mike LaMarca** requesting a bike lane or sharrows to not force bicycles to use a sidepath. Without proper access control, a sidepath puts bicyclists in danger.
 - **Michelle Cookson** posted that she remains opposed to the merger and the MOU to establish a multi-county Regional MPO. We need local representation that is responsive to Hillsborough County's unique geography, growth and mobility needs. She is concerned for the jobs and careers of our planning professionals on the Hillsborough TPO, and the work they have in progress. She added we don't need surrounding counties ganging up on us and treating us as merely a place to drive through or over. We are the economic powerhouse of this region, and we have immediate needs we have to tend to - first. Stand up for us, stand with us - regardless of pressure coming from the state
- Email
 - **Michael Maurino**, Executive Director of the Westshore Alliance emailed his appreciation to the TPO Board for approving the traffic signal and pedestrian crossings at Boy Scout and Manhattan. He also noted the assistance received from TPO staff, Johnny Wong
 - **Brian Ruscher**, Deputy Director of Multimodal at the Palm Beach TPA sent an email thanking Lisa Silva, of the TPO staff, for a presentation at their VZ workshop that was "spot on and flawless." He went on to say their Board chair and 55 other attendees were very engaged throughout the presentation.
 - **Patrick Pozzi**, emailed his opposition to the proposed MPO merger stating it would take away local decision making power which is what is needed most to have an effective transportation network. He added a consolidation of power would allow roads to be widened that may adversely affect a community. He also noted that TBARTA failed because it did not include local needs.
 - **Rick Fernandez** also submitted an email directed to the TMA on his opposition to the merger. In the email he cites the historic justification of why the MPOs should remain separate but with a cooperative regional planning process; that the failings of TBARTA

should be stated; the co-mingling of funds will not allow a guarantee for projects in Hillsborough County; the MOU language directing the 3 counties investigate a merger gives a predetermined outcome; the term sub-regional indicates that local concerns take a backseat; it is misleading to use the term local representation when it would be a regional board with members not accountable to a large number of voters

- **Voicemail**

- **Dave Coleman** left a voicemail to share his observations after attending a public meeting in Trinity in Pasco County. Besides noting there was not one person of color in attendance, the topic centered around the gentrification and removal of about 10 farmers over the last 20-30 years. In turn, he states, many thousands of people in Hillsborough County have been removed or hurt in some way from gentrification with many more dependent on decisions made by governing boards for transportation, housing, land use that are all Hillsborough specific. He requests that you absolutely vote no to a merger for this obvious reason showing the differences in concerns and issues between the counties.

- **Twitter**

- Responding to a TPO post about Tampa Train Day May 13, **Chris Nunya** wrote, "Since Tampa Union Station is owned by the [@CityofTampa](#) then [@GoBrightline](#) should be allowed to share the building. TUS was designed with multiple platforms in order to host trains from 3 different railway companies."

VII. Consent Agenda (*Timestamp 0:31:54*)

A. Committee Appointments

- TAC – Ana Garzon, as alternate by Department of Health

Motion to approve the Consent Agenda made by Commissioner Cohen, seconded by Councilmember Maniscalco; the voice vote passed unanimously.

VIII. Action Items

A. TIP Amendment: N Tampa St & N Florida Ave Urban Corridor Improvements (Roger Mathie, TPO Staff) (*Timestamp 0:32:10*)

- Review project summary – add design phase funding in FY24 for improvements
- Went over the Heights Mobility Project Interim condition to Final condition
- Went over US41B potential pedestrian features
- Review of financials
- Went over public outreach for the project

Recommended Action: Approve the FY22/23 TIP Amendment: N Tampa St & N Florida Ave Urban Corridor Improvements.

Comparative Report: [Combined Comparative Report 18.pdf](#)

Presentation: [TIP Amendment N Tampa St & N Florida Ave Urban Corridor Improvements](#)

Discussion:

Stormwater improvements are necessary due to flooding. There is a bus stop with no crosswalks. This is a very heavily traveled road, and it is very dangerous. The improvements are much needed and wanted by the residents. Clarification was asked about the wider sidewalks and whether there will be a bike lane. The City of Tampa is putting in a bike lane a couple of blocks west of Tampa; it was asked if cyclists were going to be encouraged to use that. Yes, along with a street to the east. There are going to be additional protected crossings as well.

Councilmember Maniscalco moved to approve the TIP Amendments; seconded by Commissioner Cohen. Roll call vote passed 14 – 0.

B. Unified Planning Work Program Update and Amendment (Amber Simmons, TPO Staff)
(Timestamp 0:41:48)

- Reviewed results from FY23 current ongoing & completed projects
- Went over critical path projects for FY23 & FY24 (required for FY24)
- Looked at other recommended projects
- Proposed projects that the TPO could seek grant funding for: Making I-275 a better neighbor and the Streetcar Feasibility Study
- Went over the FY24 Budget – roll-over funds, grants, and other funding sources
- Went over the Amendment to the UPWP to accommodate project schedule changes and the addition of the EPA Grant

Recommended Action: Approve the UPWP Amendment

[UPWP Task Pages and Proposed Budget Tables](#)

Presentation: [UPWP FY 23 Review & FY 24 Proposed Projects](#)

Councilmember Maniscalco moved to approve the UPWP; seconded by Councilmember Schisler. The voice vote passed unanimously.

C. Community Air Monitoring Project: USF College of Public Health MOU (Amber Simmons, TPO Staff) (Timestamp 0:46:57)

- **Related to the UPWP amendment and the EPC Grant.**
- **Enables the College of Public Health to continue providing scientific and technical expertise on community air monitoring and public engagement among disadvantaged communities and vulnerable populations near the interstates**
- **EPA Grant will fund the work and expansion**

Recommended Action: Approve Memorandum of Understanding

Councilmember Maniscalco moved to approve the USF College of Public Health MOU; seconded by Commissioner Cohen. The voice vote passed unanimously.

D. Annual Certification of Metropolitan Transportation Planning Process (Johnny Wong, TPO Staff)
(Timestamp 0:48:50)

- Review – Federal government evaluates compliance every four years; the last one was in January 2021. Between major reviews, the TPO's planning process must be certified annually

- Went over certification results provided in the May 2023 agenda packet

Recommended Action: Support recertification of the TPO and authorize the TPO Chair to sign the Joint Certification Statement

Commissioner Cohen moved to support the recertification of the TPO and authorize the TPO Chair to sign the Joint Certification Statement; seconded by Councilmember Maniscalco. The voice vote passed unanimously.

E. **Memorandum of Understanding on Creating a Tampa Bay MPO** (Elizabeth Watkins, TPO Staff)
(Timestamp 0:51:59)

- The MOU is to seed feedback on a possible merger
- Went over the Tampa – St. Petersburg, FL Transportation Management Area
- Review of the legislation directive
- Looked at the Pros and Cons
- Went over case studies – Rio Grand Valley, TX Re-Designation (2019), ARC Livable Communities
- Review of MOU Summary – apportionment, governance structure, balancing local and regional needs, funding, outreach, federally required plans and programs, agreements, existing staff
- Recommendation of MOU Modification
- Went over the proposed timeline: 2023 – 2026
- Review of Regional MPO Apportionment Plan and Business Model
- Looked at Outreach plans and methodologies
- Next Steps

Recommendation: Support the working draft MOU for circulation for comment from local governments and the public; strike the “Whereas” clause about Planning Funds (PL) distribution

Discussion:

One of the Cons shown in the presentation is the risk of smaller communities losing influence. With a regional MPO, the voices would be lost. There is the Tampa Bay Regional Council. It was brought up that the Tampa Regional Airport is a great example of how regional planning works and supports all regional areas. It was asked how the TPO is funded. For the most part, by federal grants. In this conversation, it was noted that one of the grants is divided up between all of the MPOs in the state. If there is a merger, the TPO will lose that allocation of funding. The staff costs are fronted by the host agency, The Planning Commission and those funds are from the jurisdictions. It was noted that losing some funds while gaining others may be a wash; it was expressed that the broader costs need to be looked at. A lot of the pressure points are on regional corridors. It was noted that Hillsborough is different from the other counties as there are three incorporated cities along with unincorporated county. A regional merger may be appropriate in future years. The airport is a single point of travel and cannot really compare. It was noted that there is a benefit to being the largest MPO in the state. There are many boards that have unelected officials in Hillsborough County. It was brought up that the focus has been on Tampa for a long time. Pinellas and Pasco have already voted to move forward with the study. It was noted

that the \$350,000 would not be allocated to the regional MPO but there would be 3 allocations for each of the counties in the region. This funding would be determined by the study. One of the biggest pros may be in determining where discretionary funding is distributed. Some of that is the clout of the area requesting the funds. If this area was speaking as a region, there may be additional funding allocated. The study will reveal a lot of information. It was noted that it has to be put into context that Hillsborough County needs to be a part of the study and the discussion. The apportionment plan and representation will be critical to be proportionate with the population. Jurisdictional lines are invisible to the people who live here. The Westshore Interchange took everyone in the region to come together to make it happen. There are examples of regional cooperation that work well. Apportionment is a major part of this challenge; part needs to be where people live and also needs to be where people work. Moving people and not just cars is going to take a larger discussion. The discussion of the big ideas will come from the community and the leaders; should not kill the ideas before they start.

Commissioner Owen moved to approve the MOU, seconded by Councilmember Schisler. The voice vote passed with two NO votes from Councilmember Maniscalco and Board Member Vaughn

IX. STATUS REPORTS

A. US 41/CSX Grade Separation Project Development & Environment Study (Amber Russo, FDOT) *(Timestamp 1:24:02)*

- US 41 and Causeway Blvd.
- Went over the purpose and project need – supporting truck and vehicle traffic, there are no bike lanes
- Initially approved in May 1994 – being reevaluated now
- Review of the project location – approximately 0.6 miles on Causeway and 1.3 miles on US 41
- These are important corridors, industrial and commercial, freight networks, evacuation routes
- Went over typical sections and the proposed typical sections – Causeway will remain four-lane with additional turn lanes; US 41 will remain six-lane with widening additional turn lanes
- Review of stormwater management
- Went over estimated project costs
- Consistent with 2045 LRTP
- Review of project schedule – public hearing will be June 1, 2023

Project Website: [US 41/SR 45/ South 50th Street at CSX Grade Separation Design Change Re-evaluation](#)

Presentation: [440749-1 US 41 at CSX TPO Presentation \(planhillsborough.org\)](#)

Discussion:

It was noted that there once was rail going through downtown Tampa to Staten (Harbour) Island. Port Tampa Bay worked with CSX to have it moved. There have been other manufacturing moved from the downtown area. The project location is where there is a phosphate terminal. This area has become more urbanized. The Port is being pushed more to the south and the east. The Port supports this project to improve congestion and prevent delays along with better freight movement.

Commissioner Cohen moved to receive the report, seconded by Council Member Schisler. The motion passed unanimously.

X. EXECUTIVE DIRECTOR'S REPORT (*Timestamp 1:35:02*)

- A. Reminder: an upcoming survey of Board members regarding Executive Director applicants: please respond between May 22 – June 9. Closing the application process on May 12, 2023. Will report back in June of the shortlist. Interviews will be virtual in July.
- B. TMA Leadership meeting in June, that is when apportionment and budget plans will begin. Will schedule time with each of the local governments to get feedback. Will be back in the fall with further information.
- C. There is a special meeting in June with the TPO, The Planning Commission and the River Board on June 16, 2023 to look at planning. This is a strategic meeting and an opportunity to discuss items about a possible merger.
- D. The next meeting is the public hearing, it will be on the 2nd floor at 6 PM.

XI. OLD & NEW BUSINESS (*Timestamp 1:39:52*)

XII. ADJOURNMENT – The meeting adjourned at 10:34 PM

The recording of this meeting may be viewed on YouTube: [Meeting Recording](#)



Committee Reports

Livable Roadways Committee (LRC) Meeting on May 17

The LRC approved action items:

- ✓ Hillsborough County Bicycle Network Evaluation
- ✓ FY24-28 Transportation Improvement Program Update

The LRC heard status reports on:

- Wildlife Permeability Along I-4
- City of Tampa Safe Streets and Roads for All Grant Implementation

Bicycle Pedestrian Advisory Committee (BPAC) Meeting on May 24

The BPAC approved action item:

- ✓ Hillsborough County Bicycle Network Evaluation
- ✓ FY24-28 Transportation Improvement Program Update

The BPAC heard status reports on:

- Updates on Fowler Avenue Studies: FDOT PD&E, HART's Tampa Arterial BRT & Plan Hillsborough's Vision Plan
 - BPAC members raised concerns that the frontage road concept discussed will not address safety issues for bicyclists. They requested that speed management be brought into the design.
 - There was discussion about the context classification of the area. BPAC members were informed that it is not suburban; in practice it is an urban environment.
 - It was noted that there are ongoing discussions about the number of crossings on several streets.

The BPAC discussed New and Old Business:

- Top Ten Walk/Bike Barrier Project - Members who have not sent in their top three locations are to do so. 20 suggestions have been sent in so far. Staff will send that list out and compare with the high-injury network.
- BPAC July Workshop Planning - Decided that this would be a good time for the walk/bike barrier project. Decided to have it at County Center.

Technical Advisory Committee (TAC) Meeting of June 5

The TAC approved action items:

- ✓ Hillsborough County Bicycle Network Evaluation
- ✓ FY24-28 Transportation Improvement Program Update
 - Members discussed the need for documenting federal grants and the documentation required for this new task. FDOT to provide guidance.

The TAC heard status reports on:

- Updates on Fowler Avenue Studies: FDOT PD&E, HART's Tampa Arterial BRT & Plan Hillsborough's Vision Plan - Members discussed the safety strategies and the benefits of different typical sections for roadway user safety.
- Vision Zero Streets Study
- US 301 (Fowler Avenue to SR56) PD&E Study

Citizens Advisory Committee (CAC) Meeting of June 7 and **Transportation Disadvantaged Coordinating Board Meeting of June 9**

A verbal report will be provided at the Board meeting.



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item

Committee Appointments

Presenter

None – Consent Agenda

Summary

The Technical Advisory Committee (TAC) shall be responsible for considering safe access to schools in the review of transportation project priorities, long-range transportation plans and transportation improvement programs and shall advise the MPO on such matters. In addition, the TAC shall be responsible for assisting in the development of transportation planning work programs; coordinating transportation planning and programming; review of all transportation studies, reports, plans and/or programs, and making recommendations to the TPO that are pertinent to the subject documents based upon the technical sufficiency, accuracy, and completeness of and the needs as determined by the studies, plans and/or programs.

The following have been nominated to serve on the TAC:

- Terrance McKloski, as alternate by the Hillsborough County Community & Infrastructure Planning Department

The Bicycle/Pedestrian Advisory Committee (BPAC) shall be responsible for making recommendations to the MPO, Hillsborough County, City of Tampa, City of Plant City, City of Temple Terrace, the Hillsborough County Environmental Protection Commission, the Florida Department of Transportation, the Southwest Florida Water Management District, and others, on matters concerning the planning, implementation and maintenance of a comprehensive bikeway and pedestrian system. In addition, the BPAC shall be responsible for studying and making recommendations concerning the safety, security, and regulations pertaining to bicyclists and pedestrians.

The following have been nominated to serve on the BPAC:

- Terrance McKloski, as alternate by the Hillsborough County Community & Infrastructure Planning Department

The Citizens Advisory Committee (CAC) shall be responsible for providing information and overall community values and needs into the transportation planning program of the TPO; evaluating and proposing solutions from a citizen's perspective concerning alternative transportation proposals and critical issues; providing knowledge gained through the CAC into local citizen group discussions and meetings; and establishing comprehension and promoting credibility for the TPO Program. CAC members serve



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18th floor
Tampa, FL, 33602

two-year terms. The following have been nominated or volunteered to serve on the CAC:

- Ilia Lachinov, under 30 years old, to fill a new at-large seat
- Dayna Lazarus, by Councilwoman Hurtak, to fill a vacant seat

The purpose of the Transportation Disadvantaged Coordinating Board (TDCB) is to assist the TPO in identifying local service needs and providing information, advice, and direction to the Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged pursuant to Section 427.0157, Florida Statutes.

The following have been nominated to serve on the TDCB:

- Jennifer Waskovich, by Florida Department of Health, and Allison Nguyen as alternate

Recommended Action

That the TPO Board confirm the above nominations

Prepared By

Cheryl Wilkening

Attachments

None



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

Contracts with Previously Selected General Planning Consultants

Presenter:

Consent

Summary:

The TPO utilizes consultants with expertise in a wide range of topics. To be readily available for assignments, the TPO negotiates contracts that essentially keep a set of such consultants on call. These are referred to as General Planning Consultants (GPCs), similar to the General Engineering Consultants utilized by many local governments. GPCs are an important resource for the TPO, furnishing technical expertise and augmenting staff capabilities.

The GPC contracts are not for specific task assignments, but rather specify hourly rates which will be used in the future to negotiate the cost of task work orders. TPO staff will draft task work orders based on the work outlined in the TPO's adopted Unified Planning Work Program, and issue the work orders to GPCs based on their experience and availability.

Because the current set of GPC contracts expires at the end of June, staff began the process this past January to procure a new set of GPCs. In March, the TPO Board authorized staff to negotiate contracts with nine top-ranked teams, which include prime and sub-consultants.

Staff has reached agreement and recommends approval of contracts with the following consultants (subconsultants on each team are shown in parenthesis):

- AECOM Technical Services, Inc. (Madrid CPWG, Media Relations Group, LLC., Patel, Greene & Assocs., LLC., Urban Planning Innovations, LLC., Vrana Consulting, Inc., Wey Engineering, Inc., Gresham Smith, Inc., RS&H, Inc.)
- Atkins North America (Patel, Greene, & Assoc. LLC., EXP, Pritchett Steinbeck Group, All Traffic Data)
- Benesch (WSP, Element Engineering Group, Patel, Green, and Assoc., LLC., Greenman-Pedersen, Inc., National Data & Surveying Services, CTS Engineering, Inc., Urban Planning Innovations, Quest Corporation of America)
- Cambridge Systematics (Florida Transportation Engineering, Inc., Quest Corporation of America, Inc., Iteris, Inc., Kimley-Horn and Assoc., Inc.)
- Fehr & Peers (Patel, Greene & Assocs., LLC, Urban Planning Innovations, LLC., Valerin Group)
- Gresham Smith (Stantec, InNovo, Valerin Consulting, Inc., Vrana Consulting, Inc., Florida Transportation Engineering)



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th floor
Tampa, FL, 33602

- HDR Engineering, Inc. (Adams Traffic, Inc., Crawford, Murphy, Tilly, SB Friedman Development Advisors, Urban Planning Innovations, Vrana Consulting, Inc.)
- Kittelson & Assocs., Inc. (Pritchett, Steinbeck Group, LLC., Environmental Science Assocs., QC, Vistra)
- Mead & Hunt (Element)

Hourly rates for the labor of planners, engineers, GIS, and other professions were negotiated based on recent FDOT District 7 data for consultant job classifications. In cases where a proposed labor rate was found to exceed the 75th percentile, the consultant was asked to lower that rate or to provide written justification as to the reason for a higher rate.

In addition, multipliers for overhead rates were negotiated based on audited information accepted by FDOT for professional services contracts.

The contract language was reviewed by TPO counsel and FDOT staff.

Recommended Action:

Approve the General Planning Consultant Contracts with the above firms

Prepared By:

Meghan D. Betourney, SPHR

Attachments:

1. Professional Services Agreement for General Transportation Planning Consultant Services (Standard Form of GPC Contract)
2. 2023 General Planning Consultant Rates by Job Classification (table of hourly rates for proposed GPCs)
3. Complete copies of the contracts are available online at:
<https://planhillsborough.org/career-consultant-opportunities/>

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION
dba
HILLSBOROUGH TRANSPORTATION PLANNING
ORGANIZATION (TPO)

PROFESSIONAL SERVICES AGREEMENT

General Transportation Planning Consultant Services

June 2023

**Hillsborough County Metropolitan Planning Organization
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this __ day of _____, 2023, by and between the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO", and CONSULTANT NAME, hereinafter referred to as "CONSULTANT".

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the TPO hereby retains CONSULTANT, and CONSULTANT hereby covenants to provide the professional services described herein in connection with the Hillsborough Transportation Planning Organization's General Transportation Planning Consultant Services.

SECTION I - TPO OBLIGATIONS

The TPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the TPO files pertaining to the services to be performed under this Agreement.

The Executive Director of the Metropolitan Planning Organization, hereinafter referred to as the "DIRECTOR", shall issue written authorization to proceed, hereinafter referred to as "Notice to Proceed", to CONSULTANT for the individual task assignment to be performed hereunder which Notice to Proceed shall specify a completion time for the work. In case of emergency, the DIRECTOR reserves the right to issue an oral Notice to Proceed to CONSULTANT with the understanding that a written Notice to Proceed shall follow immediately thereafter.

DIRECTOR shall not be obligated to assign any minimum amount of individual task assignments to CONSULTANT during the life of this Agreement and CONSULTANT agrees that it will not make any claim for damages or loss of profits due to the amount of individual task assignments assigned pursuant to this Agreement.

The TPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

- A. All criteria and full information as to the TPO's requirements for CONSULTANT's performance pursuant to this Agreement including objectives, constraints, budgetary limitations, and time frames.
- B. Drawings, specifications, schedules, reports, socio-economic, traffic, and planning data and other information prepared by and/or for the TPO by others which are available to the TPO and which the TPO considers pertinent to the CONSULTANT's responsibilities, pursuant to this Agreement and CONSULTANT shall have the right to rely upon the accuracy and completeness of any such materials and/or information.

SECTION II - PROFESSIONAL SERVICES

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit "A" hereto, hereinafter referred to as "Services". Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice

to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

In connection with Services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

- A. Comply with any federal, state and local laws or ordinances applicable to the work including but not limited to provisions for ADA508 Guidelines, of the State of Florida PUR 1000 General Contract Conditions Cooperative Purchasing, and the State of Florida Dept. of Transportation DBE Bid Package Information as attached as Appendix A: Additional Federal, State and Local Information
- B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
- D. Submit for review, data and other work products representative of the work's progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR's approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
- E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and/or omissions.

The CONSULTANT shall ensure that all work products, contractual services documents and support forms have been prepared on PC compatible hardware, and software approved by the Director.

The CONSULTANT shall have proven familiarity with Geographic Information Systems (GIS) applications for transportation planning tasks. All GIS products shall be compatible with the Hillsborough County City-County Planning Commission's, hereinafter referred to as the "Planning Commission", GIS hardware and software. All GIS deliverables shall include:

- A Map Package (.mpk) for each map produced utilizing ESRI products and all data layers necessary to recreate the completed map; and
- A brief summary of methodology for each map produced, including the original name and source of data, and any data queries or selection parameters used to create or depict pertinent topic data layers within the map.

All final graphics and documents delivered to the TPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the TPO in their original, editable, electronic format. This includes technical reports, maps, tables, graphics, photos, and other supporting information used to produce the required deliverables.

SECTION III - TIME FOR COMPLETION

The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for

delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

Nothing in this Agreement shall preclude the DIRECTOR from granting a reasonable extension of the time specified in the Notice to Proceed where appropriate to ensure full and proper completion of an individual task assignment. CONSULTANT and the TPO hereby agree that any decision by the DIRECTOR to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the DIRECTOR shall be in writing and shall be incorporated as an addendum to the previously issued Notice to Proceed.

SECTION IV - PERSONNEL

- A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated TPO Project Manager.
- B. The DIRECTOR shall designate a qualified member of the TPO staff to serve as the TPO's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.
- C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and his or her qualifications.
- D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.
- E. If requested by the TPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
- F. The TPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.
- G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the TPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.
- H. The TPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal

is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the TPO.

- I. CONSULTANT agrees not to contact any members of the TPO Board regarding TPO matters without first contacting the DIRECTOR.

SECTION V - COMPENSATION

The TPO agrees to pay, and CONSULTANT agrees to accept, for individual task assignment for Services rendered pursuant to this Agreement, including all or a portion of the Services described in Exhibit "A" hereto, as assigned by the DIRECTOR, and all incidental work thereto, the Lump Sum Fee negotiated by the DIRECTOR and CONSULTANT for any individual task assignments to CONSULTANT pursuant to a Notice to Proceed. Such Lump Sum Fee shall be based on the method of compensation outlined in Exhibit "B" hereto. The hourly rates for each job classification and factors for overhead, fringe benefits, and operating margin approved by the TPO Board for CONSULTANT are shown in Exhibit "C" hereto. The Lump Sum Fee shall constitute full compensation for all CONSULTANT costs associated with performance of the Services hereunder, including but not limited to, labor, overhead, computer time, and fringe benefits costs; out-of-pocket expenses such as communications, postage, printing, reproduction, etc.; and travel expenses such as airfare, car rental, lodging, meals, etc. and shall also include CONSULTANT's profit margin in connection with the Services to be rendered pursuant to this Agreement.

SECTION VI - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED

In the event of a need to change the scope of the Services identified by a Notice to Proceed, the scope, time for completion and compensation for such work shall be described in a written negotiated change order which shall be incorporated as an addendum to the previously issued Notice to Proceed. Such written change order shall be effective and CONSULTANT shall modify its work under a Notice to Proceed to conform with the written change order upon delivery of such written change order to CONSULTANT. In the event that the DIRECTOR determines that there is a need to change the Services identified by a Notice to Proceed and a written change order cannot be negotiated to the satisfaction of the DIRECTOR and CONSULTANT, the DIRECTOR may cancel the previously issued Notice to Proceed.

SECTION VII - RIGHT OF DECISIONS

All Services shall be performed by CONSULTANT to the reasonable satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature, including reuse of documents pursuant to Section X of this Agreement, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, and amount of value therein. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of an individual task assignments pursuant to a Notice to Proceed, due to any major changes in the Services, which might become necessary or be deemed desirable as the work progresses, shall be as provided in Section VII of this Agreement. In the event CONSULTANT does not concur with the decisions of the DIRECTOR, CONSULTANT may present any such objections in writing to the TPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the TPO. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Upon payment in accordance with the terms of this Agreement, all data and other work products developed by CONSULTANT pursuant to this Agreement shall become the property of the TPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the TPO; provided, however, that notwithstanding anything to the contrary in this Agreement, any preexisting proprietary rights including any application files owned by or licensed to CONSULTANT or source files owned by third party vendors to CONSULTANT shall remain the sole and exclusive property of CONSULTANT and/or such third party vendors. Reuse of such data by the TPO for any purpose other than that for which prepared shall be at the TPO's sole risk. When all Services or any individual task assignment contemplated under this Agreement and identified in a Notice to Proceed are complete, all of the above data shall be delivered to the DIRECTOR within the time for completion specified in the Notice to Proceed.

SECTION IX - REUSE OF DOCUMENTS

CONSULTANT may not reuse data or products developed under this Agreement without the written permission of the DIRECTOR; provided, however, CONSULTANT may reuse, without the permission of the DIRECTOR, data or products included within the work product which were previously developed by CONSULTANT and which are of general applicability in its industry or proprietary to CONSULTANT.

SECTION X - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the TPO except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and described in a Supplemental Agreement subject to approval by the TPO Board. Except as otherwise provided by law, only upon said approval of a Supplemental Agreement and subsequent delivery of written authorization from the DIRECTOR shall CONSULTANT be obliged to make Court appearances on behalf of the TPO.

SECTION XI - NOTICES

Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or accepted electronic format or delivered in person to the DIRECTOR. Any notices, reports or other communications from the TPO to CONSULTANT shall be considered delivered when posted by email, certified mail or other accepted electronic formats to CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or CONSULTANT's authorized representative.

SECTION XII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED

The DIRECTOR shall have the authority to cancel or suspend a Notice to Proceed at the sole discretion of the DIRECTOR. In the event the DIRECTOR cancels or suspends a Notice to Proceed, CONSULTANT shall be compensated for all Services rendered consistent with the terms of this Agreement and the Notice to Proceed up to the time delivery of written notification of such cancellation or suspension except in the case of a cancellation or suspension of a Notice to Proceed based on a notification of noncompliance which is not cured or declaration of default as provided in Section XIX of this Agreement. This compensation shall be determined on the basis of the percentage of the total Services, which have been performed at the time of delivery to CONSULTANT of such notice. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice that such sums are due.

SECTION XIII - AUDIT AND INSPECTION OF RECORDS: PUBLIC RECORDS

A. Maintenance of Records

CONSULTANT shall maintain appropriate records with respect to wages and salaries and other reimbursable costs hereunder during the course of the Services and for three (3) years after final payment under this Agreement. Such records supported by payrolls, invoices, and other documents pertaining in whole or in part to the Services shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other documents related to the Services. The system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied. These records are maintained for information only.

B. Accessibility of Records; Public Records

CONSULTANT shall permit the authorized representatives of the TPO and the TPO's funding agencies to inspect all data and records relating to its performance under this Agreement. These rights of inspection shall extend for a period of three (3) years following final payment under this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 273-3774 ext.371; WilkeningC@plancom.org; 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).

While providing services to the TPO under this Agreement, CONSULTANT will comply with Florida's public records law, Chapter 119, Florida Statutes, and further agrees to: 1. Keep and maintain public records required by the TPO to perform the service; and 2. Upon request from the TPO's custodian of public records, provide the TPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the TPO; and
- D. Upon completion of the contract, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

SECTION XIV - SUBCONTRACTING

CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT's written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the TPO all the rights and privileges of this Agreement, including, but not limited to, the TPO's right to secure materials or services from the subconsultant which might be a part of the subconsultant's work product.

It is the policy of the Hillsborough County TPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County TPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide race neutral aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. The current DBE goal is 10.65%. It is the contractor's obligation to enter DBE commitments and payments into the EOC system.

A copy of the Hillsborough County TPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at www.hillsboroughMPO.org. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the TPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at <http://www.fdot.gov/equalopportunity/dbesbepograms.shtm>.

SECTION XV - REPRESENTATIONS

CONSULTANT represents that no companies or persons, other than bona fide employees working solely for CONSULTANT have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. CONSULTANT also represents and agrees that no Planning Commission or TPO personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, as long as they are in the Planning Commission's or TPO's employment and for two (2) years thereafter, by CONSULTANT to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this section, the TPO shall have the right to terminate this Agreement without liability.

SECTION XVI - TERMINATION OF AGREEMENT

It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the TPO, the TPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days' prior notification in writing to CONSULTANT, by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the TPO's sole obligation to CONSULTANT shall

be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the TPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

SECTION XVII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2025.

SECTION XIII - DEFAULT

In the event CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare CONSULTANT in default if CONSULTANT fails to cure such noncompliance within thirty (30) days of delivery of written notification, by certified mail, return receipt requested. In such an event, CONSULTANT shall only be compensated for those Services specified in Exhibit "A" that are identified in a Notice to Proceed, which has been fully completed as of the date of default. In the event partial payment has been made for such professional Services identified in a Notice to Proceed that have not been fully completed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice, by certified mail, return receipt requested, that said sums are due. In the event of litigation to enforce this requirement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

A declaration of default under this Agreement shall constitute a basis for termination of this Agreement by the TPO.

Failure by the TPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the TPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the TPO may have pursuant to this Agreement.

SECTION XIX - INDEMNIFICATION AND INSURANCE

CONSULTANT shall indemnify and hold harmless the TPO, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

CONSULTANT shall maintain the following insurance during the term of this Agreement:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.

- C. General Liability Insurance, on a commercial basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the TPO as additional insured.
- D. Worker's Compensation Insurance in compliance with Florida's statutory requirements, as presently written or hereafter amended.

All insurance policies must be issued by companies with A.M. Best ratings of A- or better, Class III and authorized to do business under the laws of the State of Florida.

CONSULTANT shall furnish certificates of insurance to the TPO as Exhibit "G" to this Agreement, which certificates shall clearly indicate that CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of this insurance shall be effective without thirty days (30) prior written notice to the TPO.

The certificate must contain an additional clause as follows: The TPO and its members, officers and employees, the Planning Commission and its members, officers and employees have been named as additional insured as respects general and auto liability coverage.

Compliance with the foregoing requirements shall not relieve CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the TPO shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XX - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, CONSULTANT hereby certifies that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V and Exhibits "B" & "C", are accurate, complete and current as of the date of this Agreement.

SECTION XXI - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION

CONSULTANT will not, during or after performance of this Agreement, disseminate any information outside its organization regarding the Services without prior written approval from the DIRECTOR. CONSULTANT shall not divulge any confidential information communicated to it or used by it in connection with this Agreement, except as required by law.

SECTION XXII - CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by CONSULTANT.

During the term of this Agreement, CONSULTANT shall not act as an agent for others in any proceeding, application or matter before the TPO Board.

No member, officer or employee, of the Planning Commission or the TPO during his tenure or for two years thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

CONSULTANT agrees that it and its employees shall be bound by applicable local, state and federal laws regarding this subject of Conflict of Interest.

SECTION XXIII – FINAL ACCEPTANCE

When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and within thirty (30) days of delivery of such notice, the Director shall release payment for the final invoice or give CONSULTANT notice in writing of any individual task assignment, which, in the DIRECTOR's sole judgment, have yet to be completed. Upon completion of such Services, CONSULTANT shall notify the DIRECTOR, and within the above specified time period the DIRECTOR shall release the final payment, which shall constitute final acceptance of the specified individual task assignment. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the TPO under any other section of this Agreement.

SECTION XXIV - ENTIRETY OF AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the TPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.

SECTION XXV - EXHIBITS

The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

- “A” Scope of Services
- “B” Method of Compensation
- “C” Approved Hourly Rates per Classification and Additive Percentages
- “D” Hillsborough County EEO Requirements
- “E” Federal Transit Administration Civil Rights Assurances
- “F” CONSULTANT Certifications and Affidavits
- “G” CONSULTANT Certificates of Insurance

SECTION XXVI – APPENDIX

The following Appendix is attached hereto and incorporated herein as integral parts of this agreement, and the CONSULTANT agree to comply with all terms contained therein:

Appendix A: Additional Federal, State and Local Information

IN WITNESS WHEREIN the parties hereto have executed this Agreement this _____ day of _____, _____.

ATTEST:

Hillsborough County
Metropolitan Planning Organization

Reviewed as to Form and
Legal Sufficiency

By:

By:

TPO Chair

TPO Attorney

ATTEST:

CONSULTANT

By: _____

By: _____

(title)

(witness)

(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this ____ day of _____, _____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____, of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Director's or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

WITNESS my hand and official seal the date aforesaid.

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any) **(NOTARY'S SEAL)**

EXHIBIT "A"

SCOPE OF SERVICES



**Hillsborough MPO
Metropolitan Planning
for Transportation**

EXHIBIT "A"

**SCOPE OF SERVICES
FOR
GENERAL PLANNING CONSULTANT**

**HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION**

Hillsborough County
Metropolitan Planning Organization
601 E. Kennedy, 18th Floor
Tampa, Florida 33601-1110
813/272-5940
FAX NO. 813/301-7172

I. PURPOSE

The Hillsborough Metropolitan Planning Organization (TPO) in cooperation with the Florida Department of Transportation (“the Department”) requires the services of a consultant(s) to provide support for staff to accomplish various transportation planning functions approved by the TPO and relating to its Unified Planning Work Program (UPWP). Many of these tasks are required by the Moving America for Progress (MAP-21) and subsequent regulations. The work involves providing assistance to staff on a work assignment basis in a variety of planning, technical, graphical, public involvement, and product review activities. The consultant shall assist the staff by providing additional resources and expertise to accomplish negotiated individual task assignments authorized by the DIRECTOR. This scope outlines the general tasks that may be assigned to consultants under a general planning consultant contract, but should not be considered exhaustive.

II. SERVICES

A. Multimodal System and Corridor Planning (UPWP Task 2)

Crash Mitigation/Congestion Management Planning – The Consultant may assist in updating the Crash Mitigation/Congestion Management Process for Hillsborough County, to be coordinated with the rest of the region and the state. This may include developing, prioritizing, and recommending safety and transportation systems management and operations (TSMO) strategies to increase mobility within corridors and sub-areas. Work also may include developing the process and metrics for monitoring crashes and congestion causes and trends countywide, identifying strategies to target key recurring issues, developing implementation plans in collaboration with other agencies and evaluating the effectiveness of implemented strategies.

May include shorter-range operational modeling and data collection using software such as VISSIM, Synchro or AIMSUM.

Smart Cities Planning - The TPO may require assistance in planning an integrated and inter-operable Intelligent Transportation System (ITS) within Hillsborough County. This may include prioritizing and recommending User Services and Market Packages identified within the Tampa Bay Regional ITS Architecture, reviewing operations, architecture, and communications to ensure that jurisdictions’ ITS operate as an integrated system, and evaluating and assessing the performance of ITS investments. The task may require the consultant to investigate historical traffic and planning data for resources to determine appropriate measures applicable to the selection and application of User Services and Market Packages appropriate for the area and consistency with National or Regional ITS Architecture. Additional tasks may involve updating the Hillsborough County ITS Master Plan and planning for emerging autonomous, connected, electric, shared-ride vehicle technology.

Security, Resilience and Emergency Management Planning – the consultant may conduct vulnerability assessments and analyze mitigation strategies, including planning-level cost estimation, economic impact and return on investments.

Complete Streets & Non-Motorized Planning – The consultant may develop plans and projects that increase and improve cycling and walking facilities, improve safety and the perception of safety, and create universal access. This may include analysis of bicycle and pedestrian crashes, analysis of multi-modal level of service or level of traffic stress, and latent demand analysis; trail and side path feasibility studies; evaluating the feasibility and preparing context-sensitive design plans and conceptual engineering for inclusion of bicycle, pedestrian, micro-mobility, landscaping, ADA and other treatments in roadway facilities; and developing maps that creatively display corridors for safe and efficient non-motorized travel. Also, provide assistance in preparing special analyses requested by the Bicycle and Pedestrian Advisory Committee, Livable Roadways Committee, and/or TPO.

Intermodal / Freight Planning – Assist the TPO with incorporating freight and goods movement needs in the transportation planning process and identifying best practices in freight and goods movement planning. Includes coordination with freight activity centers, logistics zones, seaport, airport, freight rail and intermodal facilities.

Transit and Transportation Demand Management Planning - Evaluate the need for transit and travel demand management (TDM) strategies in Hillsborough County. Prepare analyses such as: transit level of service; transit supportive areas and TOD; access to jobs and activity centers; supportive pedestrian and ADA compliant infrastructure; transit quality of service evaluation; long-term fixed guideway, bus rapid transit, and water transit concepts, ridership forecasts and cost estimation; bus service, facilities and other transit assets, flexible on-demand transit, paratransit, TDM concepts and strategies such as telecommuting, parking polies, carpools, vanpools, shared ride and mobility as a service, cost estimation and transit oriented development. Establish on-going monitoring systems to implement multi-modal level-of-service analysis.

Transportation Disadvantaged Planning - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document's demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.

In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or TPO.

Also, may include health impact analysis and screening of proposed projects.

Corridor, Sub-Area and Environmental Studies - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to

creating a balanced and efficient transportation system in transit station areas, downtowns, business districts, schools and mixed-use activity centers. Issues include planning for major investments, policy development, multi-modal transportation systems, congestion relief, safety, aesthetics, access management, adverse impacts, lane use and urban design that supports the efficient provision and maintenance of the transportation system and other related issues. Identify potential impacts to protected populations under EJ, Title VI and related requirements. Ensure this planning process addresses the equitable distribution of mobility benefits and possible adverse environmental and health impacts. Assist in early screening of NEPA alternatives, developing purpose and needs statements and reviewing projects in for the ETDM process. Analyze mitigation strategies to reduce negative impacts to the natural and built environment, including impacts to human health.

May include air quality analysis and forecasting at the regional or corridor level.

D. Long Range Transportation Planning and Data Monitoring (UPWP Task 3)

In order to maintain its consistency with local government comprehensive plans and keep the plan current, cost affordable, and conforming to federal laws, it will be necessary to periodically amend or update the Long Range Transportation Plan (LRTP). Assistance may be required to analyze revenue, cost, freight, environmental impacts, air quality, conformity determination, alternative highway and transit networks, socioeconomic, community, social, security, safety and other impacts of proposed amendments to, or updates of, the LRTP. The consultant should be experienced in running, summarizing, and analyzing the results of the most current version of the Tampa Bay Regional Planning Model.

Assist in tracking the physical characteristics and operation of the transportation system, measure performance against established targets and formulate strategies to maintain the system in good repair, improve safety, preserve capacity, and maximize choices for personal mobility. This includes data collection activities for facilities on or off the state highway system and/or compilation of existing data including, but not limited to, manual and/or automated traffic counts, vehicle classification counts, crash reports, transportation surveys, questionnaires, roadway characteristics, pavement, bridge and transit asset condition, transit operation and performance, delay, vehicle speed and travel time reliability studies, etc. Compile data on passenger and freight movements through the county's seaports, airports, and rail systems and their impact on the highway and transit systems. Identify, validate and incorporate new or emerging data sources and means of collection. Prepare data for GIS maps, TPO website, and TPO traffic count website.

Also, the consultant may be required to analyze transportation data to determine need and priority of transportation improvements including, but not limited to, roadway, transit, and/or bicycle/pedestrian projects. The consultant may need to analyze transportation data to calculate level of service (roadway, transit, multimodal), transit ridership, accident rates, or hazard indexes, and/or latent demand for bicycle/pedestrian facilities.

Other work may include developing or reviewing socioeconomic data forecasts and/or preparation of scenario based socioeconomic datasets; preparation of associated reports, graphics, and presentation materials.

E. Public Engagement (UPWP Task 5)

Prepare creative, engaging and user-friendly public information materials, including newsletters and plan summary brochures. Draft articles appropriate for eighth-grade reading level. Prepare creative graphics. Create enhancements to TPO website. Develop feedback mechanisms such as public opinion research, online surveys, interactive displays, participatory charrettes, social media, and communications strategies and messaging. Prepare materials in a variety of formats, including foreign language translation and ADA-compliant materials. Assist in scheduling, content, media and feedback on TPO speaking engagements, public workshops and special events in a variety of venues and formats.

F. Regional Plans and Programs (UPWP Task 6)

Assist in coordinating and the development of regional plans and programs consistent with federal and state requirements. This may include work related to the:

- West Central Florida TPO Chairs Coordinating Committees
- Tampa Bay TMA Leadership Group
- Regional LRTP;
- Regional Congestion Management Process;
- Regional Multi-Use Trails;
- Regional Fixed Guideways;
- Regional Analysis of Special Use Lanes and Toll Feasibility;
- Regional Goods Movement Studies, and;
- Regional Corridor Studies and Action Plans.

G. Other Transportation Planning Assistance

The consultant may be required to perform specific technical analyses assigned by the DIRECTOR to respond to directives from the TPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public. The consultant may be requested to assist with the development or maintenance of transportation improvement prioritization and programming, air quality reports, land use and socio-economic databases, environmental justice related analysis, scopes of services, revenue and cost estimation, financial analysis, customized database programming, GIS data and mapping, shared data platforms, web applications or other special transportation surveys or studies as approved by the Director. The consultant may also be requested to assist with logistical support in setting up and participating in public hearings, meetings, and workshops.

EXHIBIT "B"

METHOD OF COMPENSATION

EXHIBIT "B"

METHOD OF COMPENSATION

I. PURPOSE

This Exhibit describes and defines the limits of compensation to be made to CONSULTANT for individual task assignment for Services outlined in Exhibit "A" and the method by which payments will be made.

II. COMPENSATION

For the satisfactory completion and delivery of individual task assignment for Services detailed in Exhibit "A" CONSULTANT shall receive compensation as follows:

The TPO agrees to pay CONSULTANT for the performance of authorized Services described in Exhibit "A", the amount of compensation stated in the Notice to Proceed (Lump Sum Fee), but not to exceed \$300,000 per individual task assignment and \$2,000,000 for the life of this Agreement. For any major type of work performed by CONSULTANT that CONSULTANT is not prequalified for by FDOT compensation will not exceed \$250,000 for the life of this Agreement.

III. FEE DETERMINATION

The Director and CONSULTANT shall negotiate a Lump Sum Fee. The fees shall be determined in accordance with the following procedures:

A. The amount of the Lump Sum Fee shall be the agreed staff-hour effort required for performance of an individual task assignment Services at the approved hourly rates multiplied by the factor shown in Exhibit "C" (to cover the cost of labor, overhead, fringe benefits and operating margin); plus the cost of negotiated expenses.

B. The approved hourly rates per job classification for CONSULTANT to be applied to this Agreement are specified in Exhibit "C", attached hereto and made a part hereof.

C. Negotiated expenses may include approved miscellaneous and out-of-pocket expenses of CONSULTANT.

1. Out-of-pocket expenses, to be negotiated for this Agreement, or for any individual task assignment covered by this Agreement, including any incidental costs of printing, materials, incidental services, expendable equipment, out of town travel greater than 100 miles from Tampa and within the limits of Florida Statute 112.061, use or rental of equipment, long distance calls, and tolls anticipated by CONSULTANT shall be agreed to by the DIRECTOR as part of the Lump Sum Fee.

2. All negotiated expenses must be agreed to by the DIRECTOR as part of the Lump Sum Fee and included in any Notice to Proceed.

IV. PROVISIONS FOR PAYMENT

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress

payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

Invoices submitted by CONSULTANT for work performed pursuant to a Notice to Proceed shall contain a progress report in sufficient detail for a proper pre-audit and post-audit to demonstrate performance by CONSULTANT of sufficient work to support the invoice.

Each individual task assignment shall be invoiced individually.

The TPO shall pay CONSULTANT within 30 days of its receipt of the CONSULTANT'S proper invoice, as defined by Section 218.72 Florida Statutes, and accompanied by a progress report.

V. FINAL CLOSE-OUT

Final Audit: The TPO or its funding agencies may perform or have performed, a final audit of the records of CONSULTANT to support the compensation paid to CONSULTANT for any individual task assignment for Services. Any such audit should be performed as soon as practical after completion and acceptance of any individual task assignment pursuant to this Agreement. The final payment to CONSULTANT may be adjusted for audit results.

EXHIBIT "C"

**CONSULTANT (AND SUBCONSULTANT)
APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES ¹
	YEAR 1 ²

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		%
Overhead	+	%
FCCM	+	%
Operating Margin	+	%
Burdened Salary ³	=	%

(3) Burdened Salary not to exceed: _____

EXHIBIT "D"

Hillsborough County Equal Employment Opportunity Requirements

Exhibit "D"

HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/ contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The proposer/contractor must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.

**EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

PROJECT: Hillsborough Transportation Planning Organization General Transportation Planning Consultant Services

FIRM'S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm's own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) *
2. Workforce Analysis by race/sex and EEO Category.
3. If organization receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the organization receptive to on-site reviews?
6. Does the organization have a procedure for resolving discrimination complaints?
7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months).

* **A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.**

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

FIRM NAME: _____

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WH T	BL K	HIS P	API	AI	WH T	BLK	HISP	API	AI
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)

EXHIBIT "E"

**FEDERAL TRANSIT ADMINISTRATION
CIVIL RIGHTS ASSURANCE**

Nondiscrimination Statement

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

USDOT TITLE VI ASSURANCE Clauses A & E from DOT 1050.2A

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

7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights

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

EXHIBIT "F"

CONSULTANT CERTIFICATIONS AND AFFIDAVITS

CONSULTANT AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and says:

1. He is (Title) _____ of (Firm) _____ with office in (City and State) _____.

2. *[If applicable]* The named firm is submitting the attached proposal for FDOT Work Program Item Number _____, Project Number _____, in District VII, Hillsborough County, Florida.

3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.

4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.

5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.

6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA

7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s) _____ with the Clerk of Agency Proceedings. *[If inapplicable, enter N/A]*.

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary
My Commission Expires: _____

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization (TPO)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services any lease for real property, or any contract for the construction or repair of a public building or public or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. In understand that an "affiliate" as defined in 287.133(1)(a), **Florida Statutes** means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, Director's, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,
(Name of individual signing)
affixed his/her signature in the space provided above on this _____ day of
_____, 20____.

NOTARY PUBLIC

My commission expires: _____

TRUTH-IN NEGOTIATIONS CERTIFICATE

CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this contract are accurate, complete, and current at the time of contracting.

CONSULTANT further agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TPO determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. For purposes of this Certificate, the end of the contract shall be deemed to be the date of the final billing or acceptance of the work by the TPO, whichever is later.

Name of CONSULTANT

By: _____
Authorized Signature

Title: _____

Attest: _____
Secretary or Notary

If individual, furnish two witnesses:

Witness (1)

Witness (2)

CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
-PRIMARY COVERED TRANSACTIONS-
(Compliance with 49 CFR. Section 29.510, Federal Aid Contracts)

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended", "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549 You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of _____ County of _____

I, _____, hereby attest and swear
(Name)

that I am _____ of _____
(Title) (Firm)

_____ and the named firm
(City and County)

is submitting the attached proposal for the projects identified as follows:

FDOT Work Program Item Number(s) *[if applicable]* _____

State Project Number(s) _____

Federal Air Project Number(s) _____

in _____ County(ies), Florida.

I further hereby certify that:

- (1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;
- (2) To the best of my knowledge and belief, the prospective primary participant 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) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.
- (3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

Exceptions:

Any exception listed above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applied, initiating agency, and dates of agency action. The explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary

My commission expires: _____

EXHIBIT G
CONSULTANT
CERTIFICATES OF INSURANCE

APPENDIX A

Additional Federal, State and Local Information

EQUAL OPPORTUNITY STATEMENT:

The TPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities in any contract for consultant services. Disadvantaged business enterprises (DBE) will be afforded full opportunity to submit proposals in response to advertisements and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family, or religious status in consideration for an award. The TPO has a DBE participation policy statement and participates in FDOT's statewide goal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION
275-030-11 EQUAL OPPORTUNITY OFFICE

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the attached Bidders Opportunity List form and submit to the MPO within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chair in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

PROMPT PAYMENT

The TPO will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period. Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

STATE of FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

43.Cooperative Purchasing: The TPO participates in Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042, F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

ADA508 GUIDELINES FOR CONSULTANTS

Plan Hillsborough is dedicated to providing accessible documents to the public and will be requiring all consultant deliverables to follow these accessibility guidelines:

- Title and Author Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.

The PDF document must have an appropriate title and author data. Subject and keyword data are helpful but optional. See [Adobe's help page on document properties](#) for further information on how to edit document properties.

Alternate Text

All images in the PDF document must either have alternate text applied or be marked as decorative. See [Adobe's help page on alternate text](#) for further information on how to add alternate text to images. Below are some examples of images and appropriate alt text:

- Photos need a general description of what you see.
- Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.
- Simple maps should explain purpose and location and any other relevant details.
- There is no way to make a detailed map like this one fully accessible, which is where our disclaimer comes in that states to call us for help. We would then explain the map over the phone.

Reading Order

All elements in the PDF document must be in the correct reading order, that is, the order in which assistive devices should read them. See [Adobe's help page on reading order](#) for further information on how to adjust element reading order. [This video](#) also highlights how to determine proper reading order and arrange PDF tags within the document to ensure the reading order is logical.

Plan Hillsborough's Document Accessibility Disclaimer
This disclaimer should be in every document after the cover page.

"Persons needing assistance reading or interpreting items in this document, free of charge, are encouraged to contact Joshua Barber, (813) 272-5940, or barberj@plancom.org. Plan Hillsborough (the Planning Commission, the Hillsborough TPO, and the Hillsborough River Board) cannot ensure accessibility for items produced by other agencies or organizations.

Se recomienda a las personas que necesiten ayuda para leer o interpretar este documento, sin costo alguno, que se pongan en contacto con Joshua Barber, (813) 272-5940, o barberj@plancom.org. Plan Hillsborough (la Comisión de Planificación, el TPO de Hillsborough y la Junta del Río Hillsborough) no puede asegurar la accesibilidad de los documentos publicados por otras agencias u organizaciones. Si sólo habla español, por favor llame a la línea de ayuda en español al (813) 272-5940 marque el número

2023 General Planning Consultants - Rates by Job Classification	Benesch				Cambridge Systematics						Fehrs & Peers			
	277.71%	304.98%	295.00%	336.72%	279.71%	375.01%	326.37%	279.71%	334.37%	325.55%	318.02%	304.98%	300.97%	295.23%
Multiplier	Element Engineering Group	Patel, Greene & Assocs., LLC	Greenman-Pedersen, Inc.	CTS Engineering, Inc.	Quest Corporation of America	Cambridge Systematics	Florida Transportation Engineering, Inc.	Quest Corporation of America, Inc.	Iteris, Inc.	Kimley-Horn and Assoc., Inc.	Fehrs & Peers	Patel, Greene & Assocs., LLC	Valerin Group	Gresham Smith
Acquisition Agent														
Architect														
CADD/Computer Technician														\$34.16
Chief Computer Programmer			\$94.13											
Chief Designer	\$52.19	\$51.65								\$58.00		\$51.65		
Chief Engineer I	\$85.00	\$87.05	\$90.07				\$60.00			\$81.89	\$90.07	\$87.05		\$91.21
Chief Engineer II		\$86.50	\$98.03							\$98.03	\$98.03	\$98.03	\$86.50	
Chief Planner			\$80.08				\$96.65				\$86.62	\$97.98		\$86.14
Chief Scientist		\$59.00								\$69.48		\$59.00		
Community Outreach Specialist		\$27.60					\$38.46			\$33.39		\$33.39	\$40.40	
	Junior	\$26.83										\$26.83		
	Senior	\$61.83	\$50.00				\$49.83			\$49.83	\$55.16	\$50.00	\$45.91	
Computer Programmer														
Contract Coordinator														
Design Intern	\$19.00									\$20.15				
Designer														
Engineer 1	\$47.50	\$49.01	\$52.88	\$52.88						\$41.59	\$52.88	\$45.92	\$49.01	\$52.41
Engineer 2	\$73.80	\$60.40	\$59.60							\$50.19	\$64.84	\$51.92	\$60.40	\$69.71
Engineering Intern	\$39.85	\$36.44					\$30.29			\$34.41	\$41.69	\$38.60	\$36.44	\$39.36
Engineering Technician	\$25.25	\$28.76					\$19.00				\$32.05		\$28.76	
Environmental Specialist		\$29.50								\$35.10		\$29.50		
GIS Specialist					\$32.69		\$35.15	\$32.69		\$50.02	\$39.90			
Graphic Designer		\$29.87			\$36.30	\$47.99		\$36.30		\$38.82		\$29.87	\$38.82	\$43.17
Land Planner										\$44.92				\$52.40
Landscape Architect										\$49.28				\$50.11
Landscape Architect Intern										\$32.94				\$31.01
Landscape Designer/Landscape Planner		\$32.50								\$35.91		\$32.50		
Planner		\$35.22		\$39.40		\$38.55				\$35.58	\$39.40	\$35.22		\$38.65
Principal Engineer			\$99.00				\$96.15							
Project Architect														
Project Landscape Architect										\$64.68				\$40.14
Project Manager 1				\$71.87		\$54.81								
Project Manager 2			\$68.00			\$64.90								
Project Manager 3		\$88.00				\$77.21						\$88.00		\$85.13
Project Planner			\$42.75	\$44.00		\$42.87				\$49.50	\$45.68			
Scientist										\$25.36				
Secretary/Clerical		\$33.29					\$20.50			\$33.29	\$33.29	\$33.29		\$33.39
Senior Acquisition Agent														
Senior Architect														
Senior Computer Programmer			\$62.85											
Senior Designer										\$48.08				
Senior Engineer 1	\$75.50	\$74.32	\$73.25	\$78.00		\$69.16	\$67.31			\$80.00		\$74.32		\$77.48
Senior Engineer 2											\$79.33			\$77.55
Senior Engineering Tech		\$32.70					\$24.00			\$38.20		\$32.70		
Senior Environmental Specialist		\$48.50								\$47.02		\$48.50		
	SES A													
	SES B													
Senior Landscape Architect		\$56.00								\$68.60		\$56.00		\$70.31
Senior Planner		\$64.25		\$61.00		\$63.44	\$50.00			\$69.50	\$68.51	\$64.25		\$65.58
Senior Scientist														
Technician Aid		\$22.33										\$22.50		
Transportation Data Analyst						\$63.46				\$51.34				
Transportation Data Tech														
Transportation Data Scientist						\$82.21	\$52.88			\$94.33		\$78.86		

2023 General Planning Consultants - Rates by Job Classification	Gresham Smith					HDR				Kittelson				Mead & Hunt
	297.44%	332.58%	300.97%	216.67%	326.37%	295.01%	283.85%	306.26%	212.67%	349.05%	299.91%	337.66%	242.00%	312.11%
Multiplier	Stantec	InNovo	Valerin Consulting, Inc.	Vrana Consulting, Inc.	Florida Transportation Engineering	HDR	Adams Traffic, Inc.	Crawford, Murphy, Tilly	Vrana Consulting, Inc.	Kittelson	Pritchett, Steinbeck Group, LLC	Environmental Science Assocs.	Vistra	Mead & Hunt
Acquisition Agent														
Architect						\$62.50								
CADD/Computer Technician						\$28.07				\$32.34				
Chief Computer Programmer		\$44.29												
Chief Designer						\$58.00				\$50.95				
Chief Engineer I					\$60.00	\$84.67				\$83.10				
Chief Engineer II	\$81.20					\$98.03	\$76.70			\$82.84				
Chief Planner	\$72.12	\$86.54		\$65.09		\$102.69			\$65.09	\$80.84	\$55.64	\$96.15		
Chief Scientist						\$64.95		\$69.48				\$69.48		
Community Outreach Specialist						\$45.42							\$45.40	\$33.39
	Junior												\$30.27	
	Senior		\$45.91			\$55.16							\$89.13	
Computer Programmer		\$49.04												
Contract Coordinator														
Design Intern														
Designer						\$42.94				\$45.03				
Engineer 1	\$39.77					\$49.26				\$52.86				\$45.06
Engineer 2	\$50.48					\$61.50				\$62.93				\$55.28
Engineering Intern	\$36.06				\$30.29	\$38.60				\$38.39				
Engineering Technician					\$19.00			\$22.70		\$34.29				\$25.30
Environmental Specialist											\$39.52	\$36.91		
GIS Specialist	\$64.15				\$35.15	\$42.43				\$48.41	\$40.25	\$50.65		\$30.50
Graphic Designer			\$38.82			\$40.00				\$37.23		\$38.82	\$38.17	
Land Planner	\$50.20													
Landscape Architect	\$36.29					\$48.04								
Landscape Architect Intern														
Landscape Designer/Landscape Planner														
Planner	\$28.97					\$33.77				\$39.79	\$39.00	\$40.63		\$38.18
Principal Engineer	\$98.68				\$96.15	\$103.70								\$103.70
Project Architect														
Project Landscape Architect														
Project Manager 1										\$54.43				
Project Manager 2		\$79.33												
Project Manager 3		\$86.54												
Project Planner	\$40.18					\$48.33				\$52.83				
Scientist														
Secretary/Clerical					\$20.50	\$33.29				\$30.09			\$27.65	
Senior Acquisition Agent						\$63.44								
Senior Architect						\$94.64								
Senior Computer Programmer										\$60.14				
Senior Designer						\$46.63				\$49.20				
Senior Engineer 1	\$74.55				\$67.31	\$77.00				\$71.96				\$73.77
Senior Engineer 2												\$76.96		
Senior Engineering Tech					\$24.00		\$25.87							
Senior Environmental Specialist											\$47.47			
	SES A											\$57.01		
	SES B											\$48.64		
Senior Landscape Architect						\$66.71				\$70.56				
Senior Planner		\$43.27			\$50.00	\$67.61				\$68.37	\$53.93	\$82.33		
Senior Scientist						\$37.83		\$47.67						
Technician Aid														
Transportation Data Analyst										\$38.92				
Transportation Data Tech														
Transportation Data Scientist		\$64.91			\$52.88	\$54.67				\$80.62				

2023 General Planning Consultants - Rates by Job Classification	& Hunt
Multiplier	277.71%
	Element
Acquisition Agent	
Architect	
CADD/Computer Technician	
Chief Computer Programmer	
Chief Designer	\$52.19
Chief Engineer I	\$85.00
Chief Engineer II	
Chief Planner	
Chief Scientist	
Community Outreach Specialist	
	Junior
	Senior
Computer Programmer	\$61.83
Contract Coordinator	
Design Intern	\$19.00
Designer	
Engineer 1	\$47.50
Engineer 2	\$73.80
Engineering Intern	\$39.85
Engineering Technician	\$25.25
Environmental Specialist	
GIS Specialist	
Graphic Designer	
Land Planner	
Landscape Architect	
Landscape Architect Intern	
Landscape Designer/Landscape Planner	
Planner	
Principal Engineer	
Project Architect	
Project Landscape Architect	
Project Manager 1	
Project Manager 2	
Project Manager 3	
Project Planner	
Scientist	
Secretary/Clerical	
Senior Acquisition Agent	
Senior Architect	
Senior Computer Programmer	
Senior Designer	
Senior Engineer 1	\$75.50
Senior Engineer 2	
Senior Engineering Tech	
Senior Environmental Specialist	
	SES A
	SES B
Senior Landscape Architect	
Senior Planner	
Senior Scientist	
Technician Aid	
Transportation Data Analyst	
Transportation Data Tech	
Transportation Data Scientist	



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

USF Master of Urban & Regional Planning Fellowship MOU Renewal

Presenter:

None – Consent Agenda

Summary:

The Hillsborough TPO annually sponsors two graduate student fellowships at the University of South Florida's (USF's) Department of Urban and Regional Planning (DURP). The TPO is proud to have been partaking in this opportunity for the past several years.

During the fall and spring semesters, the fellows work with the TPO staff for an average of 20 hours per week on various projects where they gain real life experience on transportation and land use topics. At the same time, the TPO staff receive fresh ideas and new perspectives from the students, and junior staff members can gain leadership experience in supervising a fellow.

The TPO and USF DURP is now entering into a five-year agreement to help streamline the administrative process, with the exhibits updating each year. For the 2023-2024 academic year, the cost is \$14,660 per student totaling \$29,320. Each year the cost is subject to increase to reflect rising costs of living in the Tampa Bay area. USF uses these funds to provide a stipend to the student and matches the contribution with a tuition waiver for full time study. If the TPO Board chooses not to budget the escalated cost in a future-year Unified Planning Work Program, the contract will be cancelled.

Recommended Action:

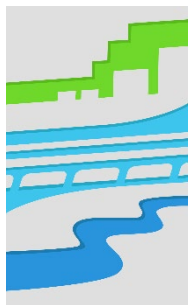
Authorize the Executive Director to sign the agreement with USF for the placement of two fellows for up to five years

Prepared By:

Meghan D. Betourney, SPHR

Attachments:

Agreement with USF



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th floor
Tampa, FL, 33602



Academic Affairs MOU/MOA/ Contract Signature Form

Title: Hillsborough County Metropolitan Planning Organization (MPO) MURP Fellowship MOU

College/Unit: A&S

Partner(s): Hillsborough County Metropolitan Planning Organization (MPO)

Primary Contact: Evangeline Linkous

Date: 05/16/2023

Email: Elinkous@usf.edu

Phone: 813-974-3347

Type of Agreement (to be completed by primary contact)

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal (Date of original: <u>8/9/2022</u>)
<input type="checkbox"/> International	<input type="checkbox"/> Domestic
<input type="checkbox"/> Curricular	<input type="checkbox"/> Student Exchange
<input type="checkbox"/> For Credit <input type="checkbox"/> Not for Credit	<input type="checkbox"/> Faculty Exchange
	<input type="checkbox"/> Research Collaboration
	<input type="checkbox"/> Other (Specify: _____)

Financial account type: (if applicable)	
<input type="checkbox"/> E & G	<input checked="" type="checkbox"/> Existing Auxiliary (Prior number: <u>01075</u>)
<input type="checkbox"/> Cost Recovery / Market Rate	<input type="checkbox"/> New Auxiliary

Obtain Signatures as applicable:	Printed Name:	Signature:	Date Signed:
1) College Dean/ Other	Magali Michael	 <small>DocuSigned by: 6241E84E32347...</small>	5/23/2023
2) UGS Dean/GRS Dean	Elizabeth Bell	 <small>DocuSigned by: DD91AE3EC68D4E3...</small>	5/25/2023
3) Office of Institutional Effectiveness	Christopher Combie	 <small>3282862CCBBE4GE...</small>	5/24/2023
4) Innovative Education			
5) RMA / Finance Official	Kevin Toso	 <small>DocuSigned by: 2E9D91066F041C1...</small>	5/23/2023
6) Controller's Office	Jennifer Condon	 <small>23276C582042A77</small>	5/24/2023
7) Research & Innovation			
8) a) USF World			
b) Restricted Party Screening Review			
9) Regional Chancellor			
10) Information Governance			
11) Other <u>Director, School of Public Affairs</u>	Robin Ersing	 <small>DocuSigned by: 1E03E147DF68B449...</small>	5/22/2023
12) General Counsel	Brittany Dix	See Stamp	
13) Vice Provost Strategic Planning, Performance & Accountability	Terry Chisolm	 <small>DocuSigned by: 786161B131314A7...</small>	5/25/2023

**University of South Florida
Master of Urban and Regional Planning
College of Arts & Sciences**

AFFILIATION AGREEMENT

This Agreement (“Agreement”) is made and entered into as of the last date of signature by and between the University of South Florida Board of Trustees, a public body corporate, on behalf of its College of Arts and Sciences, the Master of Urban and Regional Planning program, hereinafter referred to as “USF” and the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization, hereinafter referred to as the “Site”.

WHEREAS, USF wishes to provide training experience for its students and Site, and

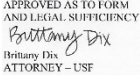
WHEREAS, Site desires to assist USF in providing student experiences by making available experiential opportunities at its facilities.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. The Site agrees to provide non-exclusive notice of internship opportunities for USF students when the Site has a need for intern services and invite students to express their interest in being considered for such opportunities.
2. Upon the Site’s selection of a USF student as an intern, USF and the Site shall share responsibility for the supervision and coordination of the internship experience.
3. The Site’s supervisor shall: (i) ensure that the student intern has a minimum of 150 hours of work during the semester, averaging a maximum of 20 hours per week; (ii) provide an appropriate level of support and mentorship to the student intern; (iii) ensure that the student intern participates in as many facets as possible of the work within his or her area of responsibility; (iv) when feasible, permit the student intern to observe or participate in various levels of decision-making in which the supervisor participates; (v) notify USF of any significant problems that arise in the course of the internship; and (vi) complete a formal evaluation at the end of the fellowship (the evaluation form will be provided by USF).
4. USF is responsible for payment of student wages. The Site should ensure that billable hours are tracked and submitted to USF.
5. The number of students, specific dates/time, and scope of work will be established by the parties on an annual basis. Exhibit 1 provides an overview of the internship work program.
6. USF students and staff shall comply with the established policies and practices of the Site with regard to service, health and safety requirements, uniforms and use of equipment, policies and procedures, and facilities if applicable.
7. USF students are not permitted to transport any employee or client in their vehicle or to operate any vehicle of the Site.
8. Travel and additional work-related expenses may be covered under this Agreement if authorized in writing in advance by the Site.
9. Faculty and staff of USF are provided with comprehensive general liability insurance pursuant to the terms and limitations of Florida Statute 768.28 and Florida Statue Chapter 284 Part II. Students should provide their own medical and professional liability insurance as necessary. Students shall be advised by the Site if such insurance will be required, and the student may purchase the necessary insurance either through the USF Student Health Insurance Plan or independent of USF.
10. The Site may immediately terminate the internship of any student whose conduct or work performance is not in accordance with the Site’s policies and standards. USF may withdraw any student whose progress, conduct or performance does not meet USF’s standards.

11. Arrangements for covering student stipend costs are set forth in the attached Exhibit 2. The hourly rate paid to students will be, at a minimum, the USF Graduate Assistant rate, which is subject to change and is identified in the USF Graduate Assistant Handbook (<https://www.usf.edu/graduate-studies/funding/graduate-assistantships-resource-center/graduate-assistant-handbook.aspx>). Site may elect to pay more. The arrangements set forth in Exhibit 2 will be subject to review and modification by written amendment to this Agreement by the Site and USF at the start of each academic year.
12. The Site and USF may change or add to this Agreement by written amendment executed by authorized representatives of the parties and attached hereto.
13. This Agreement will become effective upon full and proper execution by both parties and continue for a term of five (5) years unless one of the parties notifies the other of termination. Either party may terminate this Agreement at any time with 30 days prior written notice, except in instances of immediate termination for cause as referenced in section 10 herein. In the event of termination, the Site shall only be responsible for payment for the internship hours completed until the effective date of termination. Students may continue further training experiences through USF or another Site.
14. In the event that sufficient funds are not budgeted for the purposes hereunder in any succeeding fiscal year from the effective date of this Agreement, this Agreement shall terminate the last day of the fiscal year for which sufficient funds were budgeted, without penalty or expense of the Site.
15. Participation in the internship program shall be at the sole risk of the USF and its students. Nothing herein shall be construed to waive or further limit USF's or the Site's sovereign immunity beyond the limitation imposed by §768.28, Florida Statutes, nor acquiescence to be sued by third parties in any manner arising out of this Agreement.
16. The laws of the State of Florida shall govern this Agreement.
17. If any provision contained in this Agreement or portion thereof is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
18. This document embodies the whole agreement between the parties. There are no promises, terms, conditions or allegations other than those contained herein, and this Agreement shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto.

IN WITNESS WHEREOF, USF and Site have caused this Agreement to be executed by their authorized representatives.



The University of South Florida Board of Trustees

Hillsborough County Metropolitan Transportation Organization

By: Prasant Mohapatra
DocuSigned by:
2179A8CE023D4C9

By: _____

Name: Prasant Mohapatra

Name: _____

Title: Provost & Executive Vice President

Title: _____

Date: 5/25/2023 | 11:13 EDT

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the “TPO”

MURP Internship

Work Plan

TPO Work Plan	
Goal	To fulfill USF Master of Urban Planning internship requirement by providing an opportunity for students to learn about and contribute to the professional planning activities conducted by the TPO .
Schedule	Fall semester 2023 – Spring semester 2024 (will follow USF academic calendar)
Compensation	Administered by the University of South Florida Funded by the TPO
Responsibilities of the Supervisor	<ul style="list-style-type: none"> • To ensure that the Student Intern has a minimum of 150 hours of work during the semester, averaging 20 hours per week. • To provide an appropriate level of support and mentorship to the Student Intern. • To ensure that the Student Intern participates in as many facets as possible of the work within his or her area of responsibility. • When feasible, every attempt will be made to permit the Student Intern to observe or participate in various levels of decision-making in which the supervisor participates. • To notify USF of any significant problems that arise in the course of the internship. • To complete a formal evaluation at the end of the fellowship (the evaluation form will be provided by USF).
Responsibilities of the Student	<ul style="list-style-type: none"> • Tasks may include the following: community engagement communication, coordination and events, gathering data, conducting research, performing statistical research, creating charts, creating GIS-based maps, conducting GIS-based analysis, creating illustrations/graphics, and writing reports. • All projects will be done under the supervision of professional TPO employees. • To work a minimum of 150 hours each semester, averaging a maximum of 20 hours per week. • To perform the services requested in a fully professional manner, including showing up on-time based on an agreed-upon work schedule with the Supervisor. • To develop an effective working relationship with the Supervisor and other employees of the TPO.

	<ul style="list-style-type: none">• A student undertaking an internship at his or her regular place of employment will be required to engage in a work experience that is significantly different from his or her normal duties.• To immediately notify both USF and the TPO of any significant problems or changes that arise in the course of the internship.• To provide written notice to both USF and the TPO in the event the student wishes to terminate employment, ideally at least two weeks in advance.• To complete a formal evaluation at the end of the fellowship (the evaluation form will be provided by USF).
Final Presentation	Presentation to TPO staff summarizing internship experience.

EXHIBIT 2

Hillsborough County Metropolitan Planning Organization
Funding and Payment Schedule
2023-2024 Academic Year

The Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO" will provide funds to cover student stipends plus USF overhead of 6% for **two** Masters of Urban and Regional Planning students over the USF academic year for the period from **August 21, 2023 - May 6, 2024**. The total cost to the TPO will be \$14,660.00 per student, which totals \$29,320.00 payable at intervals noted below.

The student stipend is calculated based on current hourly rates set between the University of South Florida Graduate Assistants United and the Board of Trustees. The Graduate Assistant hourly rate for 2023-2024 is \$18.69.

The calculations for one student are listed below:

- \$18.69/hour x 20 hours per week = \$373.80 per week, \$747.60 per two-week pay period
- Appointment runs from 08/21/2023 – 05/06/2023 which equates to 18.5 pay periods
- Minimum total of \$13,830.60 plus 6% F&A fee of \$830 = \$14,660.00

The USF College of Arts and Sciences will provide each student with a tuition waiver for full time study during the Fall 2023 and Spring 2024 semesters. Tuition waivers cover approximately 80% of the cost of attendance.

Payment schedule will be as follows:

September 24, 2023	\$7,330.00
November 26, 2023	\$7,330.00
February 11, 2024	\$7,330.00
May 13, 2024	\$7,330.00

TPO contact:

Meghan D. Betourney, SPHR
Phone: 813-565-9386
betourneym@plancom.org

USF contacts:

Administrative matters:

Iris Lage
ilage@usf.edu

Rick Barnett
Budget Analyst – College of Arts & Sciences
Rbarnet2@usf.edu

Programmatic matters:

Evangeline Linkous, Ph.D.
Program Director, MURP
USF School of Public
813-974-7982
elinkous@usf.edu



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

Resolutions Implementing UPWP FY23-FY24 Update

Presenter:

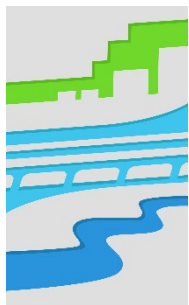
None – Consent Agenda

Summary:

To implement the May 2023 update of the TPO's Unified Planning Work Program (UPWP), two resolutions that were not available at the time of the May board meeting are now proposed for approval.

The purpose of the two resolutions are:

- To accept the annual Transportation Disadvantaged Trust Fund Planning Grant funding from the Florida Commission for the Transportation Disadvantaged, in the final amount of \$52,873 for FY24, to support planning for the transportation as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and
- To support the Florida Department of Transportation proposal to opt out of the 2.5% set-aside of PL grant funds required under Section 11206 in the Infrastructure Investment and Jobs Act.



The resolution for the Transportation Disadvantaged Trust Fund Planning Grant will allow the TPO to receive funds, and authorize the TPO Executive Director to execute the agreement, amendments, warranties, certifications, and other on behalf of the Board. This action will also amend the UPWP to reflect the actual grant funding amount for FY24 of \$52,873.

The resolution to support the Florida Department of Transportation Proposal to Opt Out of the 2.5% set aside of PL funds required under Section 11206 in the Infrastructure Investment and Jobs Act acknowledges that both FDOT and the TPO spend more than the required 2.5% on Complete Streets projects currently, and the support of the opt-out will simplify the federal reporting process.

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601 E Kennedy Blvd
18th floor
Tampa, FL, 33602

Recommended Action:

Approve the Resolutions and TD Grant Amendment Implementing the May 2023
UPWP Update

Prepared By:

Amber Simmons, TPO Staff

Attachments:

1. [Transportation Disadvantaged Planning Grant Recipient Information](#)
2. [Transportation Disadvantaged Trust Fund Planning Grant Authorizing Resolution](#)
3. [Hillsborough Transportation Planning Organization Support of Florida Department of Transportation Proposal To opt Out of the 2.5% Set Aside of PL Funds](#)



Hillsborough TPO

Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

Executive Director Semi-finalist Selection

Presenter:

Meghan D. Betourney, TPO Staff

Summary:

During the recruitment period for the Executive Director, we received 15 applications - 9 candidates were from Florida and 6 were from out of state. Out of those received, 10 met the minimum qualifications and 8 of those met at least one of the preferred qualifications.

In May, the Board members received those 10 applications for review, and were asked to recommend which candidates they wanted to move forward to the semi-finalist virtual interviews to be held on July 28th. The HR Manager collected responses on June 9th and will recommend a list of candidates to be interviewed based on the Board members' responses. This list will be shared during the June 14th Board meeting.

Recommended Action:

Approve the list of semi-finalist candidates

Prepared By:

Meghan D. Betourney, TPO Staff

Attachments:

Timeline for Executive Recruitment



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th floor
Tampa, FL, 33602



Timeline for Executive Recruitment

Now-March 7

Draft timeline, job description, determine salary range, & create list of places to advertise.

March 8

HR Manager presents timeline & job description at the regular meeting of the TPO Policy Committee, for review and recommendation to TPO Board. TPO Board approval on Consent Agenda.

March 13-May 12

Advertise the opening for up to two 30-day periods, accept resumes, distribute brochure & place social media ads.

May 15-19

HR Manager reviews resumes against qualifications & conducts brief phone conversations to confirm receipt of applications.

May 22

Qualifying resumes are distributed to all TPO Board members, grouped into whether they meet the minimum or preferred qualifications, along with a survey for the members to rate the candidates. The survey questions are based on the position description.

June 9

Deadline for TPO Board members to return surveys rating the candidates, to the HR Manager.

June 14

HR Manager presents survey results at TPO Board meeting and recommends 4-6 semi-finalists to be interviewed, based on the survey. TPO Board is asked to approve the list of semi-finalists and confirm that the interview panel is comprised of the Policy Committee, any other Board members who express interest and the Planning Commission Executive Director and FDOT as non-voting advisors.

June 19-June 23

HR Manager circulates a draft list of interview questions to the panelists and solicits suggestions to be sent individually. At the week's end, HR Manager compiles the suggestions and sends a consolidated list of questions to the panel.

June 26-June 30 and July 10-July 28

All interviews are conducted virtually, during new, specially scheduled virtual meetings of the Policy Committee. These are advertised as workshops with no action and will take 4-6 hours all together. They will begin with the HR Manager reading the questions agreed on in advance by the interview panel but leave room for panelist follow-up questions. Background and social media checks are ongoing.

August 9

The Policy Committee meets at its regular time to discuss the interviews, making a recommendation to the TPO Board of 2-3 finalists to interview in person. Any other members of the interview panel are asked to attend and participate in the committee discussion. Selection of the finalists is made by the TPO Board following a report from the Policy Committee Chair.

August 10-August 25

Travel arrangements are made as needed.

September 12

Finalists tour office.

September 13

TPO Board interviews finalists, votes on a ranking, and authorizes Chair and/or Vice Chair to negotiate salary, start date and provide direction for the Planning Commission Executive Director to administer the hiring action.

Mid-late October

Candidate's start date.

November 3

Beth retires.



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item

Transportation Improvement Program (TIP) Update, FY24-FY28

Presenter

Johnny Wong, TPO Staff

Summary

Staff have prepared the annual update to the Transportation Improvement Program document for the fiscal year period of 2023/24 – 2027/28. The TIP document includes three important lists, which are integral parts of the plan and organized into the following tables:

1. **Existing priorities funded for construction:** under construction or have funding to begin construction within the next five years. This list also includes partially funded projects listed to show community support while they await completion.
2. **Candidates for new funding:** need federal and state funding because they address urgent transportation needs in the community. This list organizes projects into the appropriate investment program and ranks them in priority order based on their estimated impact on the community's goals.
3. **All projects to be funded in the next five years:** a large list of projects programmed by FDOT District 7 based on the previous year's priority list. It also catalogs all projects in local Capital Improvement Programs, even though the TPO does not control what projects appear in the CIPs. The table indicates the status of each project, what type of project it is, and the costs associated with each phase.



Staff will present the updated TIP document, including the three lists mentioned above, and describe any changes or additions made during this annual update.

The TPO Board will hold its annual public hearing to review and adopt the TIP on June 14th, 2023. Following the hearing, the TPO must submit the adopted TIP to FDOT by August 1st. Federal funds expenditure may be authorized using this TIP starting October 1, 2023.

Recommended Action

Approve the FY23/24 – 27/28 Transportation Improvement Program and the TIP Priority List (Table 2)

Prepared By

Johnny Wong, PhD, TPO Staff

Attachments

1. [TIP Flyer for June 14 Public Hearing \(English version\)](#)
2. [Folleto del TIP para Junio 14 Audiencia Pública \(versión en Español\)](#)
3. [DRAFT Transportation Improvement Program](#)
4. [DRAFT Table 1: Existing Priorities Funded for Construction](#)
5. [DRAFT Table 2: List of Candidates for Funding](#)
6. [Presentation Slides](#)



COMMUNITY CONVERSATION OPEN HOUSE

You're Invited. Let's Talk!

In-Person: Tuesday, June 20, 2023

Virtual: Wednesday, June 21, 2023

The information shared will be the same at each meeting.

Community Conversation with the Florida Department of Transportation

- Discuss how community input on aesthetic enhancements and uses for community spaces are being incorporated into FDOT projects
- Share feedback on proposed design changes to the Downtown Tampa Interchange (I-275/I-4)
- Learn about Tampa Heights Mobility Project and adjacent improvements
- Update on the I-275 Capacity Improvements

IN-PERSON

Tuesday, June 20, 2023

5:30 p.m. – 7:30 p.m.

Hillsborough County Bar Association

Chester H. Ferguson Law Center

1610 N Tampa Street

Tampa, FL 33602

VIRTUAL

Wednesday, June 21, 2023

11:00 a.m. – 1:00 p.m.

Registration is required to attend online. Please register at

[TampaBayNext.com](https://www.tampabaynext.com)



**Virtual Meeting
Registration**

For more information:

Email: TampaBayNext@dot.state.fl.us | Phone: 813-975-NEXT (6398)

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons requiring special accommodations under the Americans with Disabilities Act to participate in this open house or persons who require translation services (free of charge) are asked to advise the agency at least seven (7) days prior to the open house by contacting: Roger Roscoe at 813-975-6411 or Roger.Roscoe@dot.state.fl.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

Comuníquese Con Nosotros: Nos importa mucho la opinión del público sobre el proyecto. Si usted tiene preguntas o comentarios, o si simplemente desea más información, por favor comuníquese con nuestro representante, Manuel Flores, (813) 975-4248, Manuel.Flores@dot.state.fl.us, de Transportación de la Florida, 11201 North McKinley Drive, Tampa, FL 33612.

MOBILITY & ENVIRONMENTAL SECTIONS

Tampa Comprehensive Plan Update



MOBILITY SECTION

planhillsborough.org/tampamobility

The Mobility Section has five main goals: multimodal options; economic vitality; sustainability, resilience and health; equity; and safety. The Section provides an overarching framework for mobility-related City initiatives and aims to improve citizens' ability to get to the places they need to go in an equitable and safe way, regardless of mode choice.

ENVIRONMENTAL SECTION

planhillsborough.org/tampaenvironmental

The Environmental & Sustainability Section will continue to provide a framework for the conservation, use, and protection of natural resources, wetlands, lakes, soil conservation, the Hillsborough River, and the conservation and use of alternative energy. Existing resource maps within the Comprehensive Plan are also being updated.

VISIT THE PROJECT PAGES TO:



WEIGH IN ON THE DRAFT LANGUAGE

We need your input to help shape the updates!



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GET INVOLVED

View upcoming public meetings and hearings.



LIVEGROWTHRIVE2045.COM

SUMMARY OF BILLS OF INTEREST THAT PASSED:

	page
Affordable Housing (SB 102)	1
Enforcement of School Bus Passing (SB 766)	4
Enforcement of School Zone Speed Limits (HB 657)	6
Environmental Protection (HB 1379)	7
Flooding and Sea Level Rise (HB 111)	8
HART (HB 1397)	9
Land Use and Development Regulation (SB 1604)	10
Local Government Comprehensive Plans (SB 540)	11
Local Ordinances (SB 170)	12
MPO Merger (HB 425 and HB 1305)	13
Natural Emergencies (SB 250)	15
Non-motorized Trails (SB 106)	17
Taxation (HB 7063)	18
TBARTA (HB 155)	18
NOTES	19 -- 22

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AFFORDABLE HOUSING (SB 102)

The Law (Chapter 2023-17, L.O.F.), cited as the “Live Local Act,” makes various changes and additions to affordable housing related programs and policies at both the state and local level. The following summary encompasses the full scope of changes.

Much of the Law involves the Florida Housing Finance Corporation (FHFC), a public-private entity that administers the two largest statewide affordable housing programs: the State Apartment Incentive Loan (SAIL) program and the

State Housing Initiatives Partnership (SHIP) program. With regards to funding, the Law:

- Provides appropriations for the SHIP and SAIL programs, including:
 - \$252 million in non-recurring funds from the Local Government Housing Trust Fund for the SHIP program for the 2023-2024 fiscal year.
 - \$109 million in non-recurring funds from the State Housing Trust Fund for the SAIL program for the 2023-2024 fiscal year; and
 - \$100 million in non-recurring funds from the General Revenue Fund to implement a competitive loan program to alleviate inflation-related cost increases for FHFC-approved multifamily projects that have not yet commenced construction; funds unallocated as of December 1, 2023, will be dedicated as additional SAIL funding (effective upon becoming a law).
- Temporarily exempts documentary stamp tax revenues from the General Revenue service charge to provide up to \$150 million in recurring funding to the SAIL program for specified priorities, such as urban infill projects and projects near military installations.
- Establishes the Florida Hometown Hero down payment assistance program for first-time homebuyers with incomes at or below 150 percent of the area median income (AMI) and employed by a Florida-based employer. The bill appropriates \$100 million in non-recurring funds from the General Revenue Fund to implement this program.

Effects on Local Government:

- Preempts local governments' requirements regarding zoning, density, and height to allow for streamlined development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas under "certain circumstances" (see NOTE #1).
- Removes a local government's ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes provision in current law allowing local governments to impose rent control under certain emergency circumstances, preempting rent control ordinances entirely.

- Requires counties and cities to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.
- Authorizes the FHFC, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

The Law also introduces three ad valorem property tax exemptions, which first apply to the 2024 tax roll:

- An ad valorem tax exemption for land owned by a nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing.
- An ad valorem tax exemption that applies to rent-restricted units within newly constructed or substantially rehabilitated developments setting aside at least 70 units for affordable housing for households earning 120 percent of the AMI or less.
- Authorizes counties and municipalities to offer, through ordinance, an ad valorem tax exemption to property owners who dedicate units for affordable housing for households earning 60 percent of the AMI or less.

Other Effects on the Florida Housing Finance Corporation:

- Provides up to a \$5,000 refund for sales tax paid on building materials used to construct an affordable housing unit funded through the FHFC.
- Creates a new tax donation program to allow corporate taxpayers to direct certain tax payments to the FHFC, up to \$100 million annually, to fund the SAIL program. Of these funds, up to \$25 million annually can be dedicated to loans for the construction of large-scale projects of significant regional impact.
- Adds two members to the FHFC Board of Directors, one appointed by the leader of each chamber of the Legislature.

- Broadens the ability for the FHFC to invest in affordable housing developments for those in or aging out of foster care.
- Adds a requirement to its annual legislative budget request.

Effects on Other State-Level Resources:

- Revises the State Housing Strategy to align with current best practices and goals.
- Requires managers of state non conservation lands to analyze whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.
- Expands Job Growth Grant Fund eligibility to specifically authorize public infrastructure projects that support affordable housing.
- Increases the amount of tax credits available through the Community Contribution Tax Credit Program for affordable housing from \$14.5 million to \$25 million annually.

These provisions were approved by the Governor and take effect July 1, 2023, except where otherwise provided.

ENFORCEMENT OF SCHOOL BUS PASSING (SB 766)

SB 766 authorizes a school district to install and maintain school bus infraction detection systems. The school district may contract with a private vendor or manufacturer to provide a school bus infraction detection system on each school bus in its fleet. The system uses electronic traffic enforcement technology to record traffic violations when drivers fail to stop for a school bus displaying a stop signal.

To use a school bus infraction detection system, the bill requires:

- The school district to enter an interlocal agreement with a law enforcement agency authorized to enforce school bus stop signal violations within the school district.
- The systems meet specifications established by the State Board of Education.
- School districts make a public announcement and conduct a 30-day public awareness campaign before commencing initial enforcement using such systems.
- School buses with such operational systems have high-visibility reflective signage on the rear of the school bus indicating system use.

The bill requires the school district, or a private vendor or manufacturer contracting with a school district, to submit specific information regarding alleged violations to the law enforcement agency authorized to enforce school bus stop signal violations in the school district. The information must be submitted within 30 days after the alleged violation is captured and include a copy of the recorded image showing the motor vehicle; the license plate number and state of issuance; and the date, time, and place of the alleged violation.

If the law enforcement agency determines a violation occurred, the agency must send a notice of violation, within 30 days, by first-class mail to the vehicle's registered owner. The notice must include information detailing how to pay the civil penalty, review the evidence, request a hearing to contest the violation, or submit an affidavit providing a defense of the violation. If the owner does not contest, pay the civil penalty, or submit an affidavit within 30 days after receiving the notice of violation, he or she will be issued a uniform traffic citation.

Under the bill, a violation enforced by a school bus infraction detection system is subject to a \$225 civil penalty. The \$200 civil penalty collected must be provided to the school district in which the violation occurred and must be used to install or maintain school bus infraction detection systems, for the administration and costs associated with enforcement of the violations, or for any other technology that increases the safety of the transportation of students. The additional \$25 collected is distributed to the Department of Health's Emergency Medical Services Trust Fund for payment to trauma centers.

The bill prohibits individuals from receiving any commission based on revenue collected, or a vendor or manufacturer receiving any fee based on the number of

violations detected through use of the system. Each school district in consultation with the law enforcement agency with which it has interlocal agreements using the system must report quarterly information to the Department of Highway Safety and Motor Vehicles (DHSMV) beginning October 1, 2023. DHSMV must submit an annual summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives beginning December 31, 2024, providing specified information.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2023.

ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS (HB 657)

HB 657 authorizes counties and municipalities to use speed detection systems, like red light cameras, to enforce school zone speed limits for violations in excess of 10 miles per hour over the applicable speed limit when children are going to or from school and during the entirety of the school day. The bill:

- Defines the term "speed detection system" and requires a county or municipality to enact an ordinance regarding the placement or installation of speed detection systems and to make a determination that the location of such system warrants additional enforcement action.
- Requires signage warning motorists that speed detection systems are in use.
- Requires a public awareness campaign prior to commencing enforcement of school zone speed limits with speed detection systems.
- Requires the governing body of a county or municipality operating one or more school zone speed detection systems to hold public meetings regarding contracts and data reported to the Department of Highway Safety and Motor Vehicles (DHSMV).
- Creates a School Crossing Guard Recruitment and Retention Program using proceeds from penalties resulting from enforcement of school zone speed limits through a speed detection system.
- Requires speed detection systems to be installed according to specifications established by the Department of Transportation.
- Provides requirements for issuing a notice of violation or, if necessary, a uniform

traffic citation.

- Provides for a \$100 penalty for each violation and provides for the distribution of the proceeds to state and local governments.
- Provides defenses for persons who receive a notice of violation or uniform traffic citation.
- Provides that enforcement using a speed detection system supplements enforcement by a law enforcement officer.
- Provides procedures for hearings regarding these violations.
- Provides requirements for the retention and destruction of data obtained from speed detection systems.
- Requires reporting by counties and municipalities that implement speed detection system programs in school zones and requires a summary report by DHSMV.
- Exempts speed detection systems from DHSMV's requirements for radar or LiDAR units, while requiring a speed detection system to perform self-tests as to its detection accuracy.
- Prohibits points from being imposed for a violation of unlawful speed in a school zone enforced by a speed detection system and prohibits such violations from being used for purposes of setting motor vehicle insurance rates.

The bill may have an indeterminate fiscal impact on the state, local governments, and the private sector. Subject to the Governor's veto powers, the effective date of this bill is July 1, 2023.

ENVIRONMENTAL PROTECTION (HB 1379)

HB 1379 recognizes that each state must establish water quality standards for waters within their borders, and the Department of Environmental Protection (DEP) is responsible for establishing water quality standards in Florida. DEP and the Department of Agriculture and Consumer Services manage two of the state's land conservation and preservation programs, the Florida Forever Program and the Rural and Family Lands Protection Program, respectively.

Among other things, the bill:

- Requires any county or municipality with a basin management action plan (BMAP) within its jurisdiction to include within the capital improvement element of its comprehensive plan a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP.
- Prohibits the installation of new onsite sewage treatment and disposal systems (OSTDSs) within a BMAP area adopted under s. 403.067, F.S., a reasonable assurance plan, or a pollution reduction plan where connection to a publicly owned or investor-owned sewerage system is available. In addition, on lots of 1 acre or less within such areas where a publicly owned or investor-owned sewerage system is not available, the bill requires the installation of enhanced nutrient-reducing OSTDSs or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction.
- Authorizes DEP to provide grants for projects that reduce the amount of nutrients entering waters that are not attaining nutrient or nutrient-related standards; have an established total maximum daily load (TMDL); or are located within a BMAP area, a reasonable assurance plan area adopted by final order, an accepted alternative restoration plan area, or a rural area of opportunity.

The bill may have an indeterminate fiscal impact on state and local governments and on the private sector. Subject to the Governor's veto powers, the effective date of this bill is July 1, 2023.

FLOODING AND SEA LEVEL RISE (HB 111)

HB 111 recognizes that sea level rise is an observed increase in the average local sea level or global sea level trend. With 1,350 miles of coastline and relatively low elevations, Florida is particularly vulnerable to coastal flooding, and analysts estimate that Florida could lose more than \$300 billion in property value by 2100 due to sea level rise and flooding. The Department of Environmental Protection (DEP) regulates coastal construction to protect Florida's beaches and dunes from imprudent construction that can jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures,

endanger adjacent properties, or interfere with public beach access. DEP also implements the Resilient Florida Grant Program, which provides grants to local governments to fund community resilience planning and vulnerability assessments. In 2020, the Legislature passed Senate Bill 178 (Chapter 2020-119, Laws of Florida) which prohibited a public entity from commencing construction of certain state-funded coastal structures unless the entity has conducted a sea level impact projection (SLIP) study to assess risks to the structure. Chapter 2020-119, Laws of Florida, directed DEP to adopt rules to develop a standard by which public entities must conduct the SLIP study and specified requirements. The bill expands the requirement for public entities to conduct a SLIP study before commencing construction of certain state-financed coastal structures to apply the requirement to certain structures that are within any area that is at risk due to sea level rise, not just areas within the coastal building zone. The structures subject to this requirement are any “potentially at-risk structures or infrastructure,” which include certain critical assets or historical or cultural assets that are within an area at risk due to sea level rise.

The bill expands the Resilient Florida Grant Program to provide funding to:

- Municipalities and counties for feasibility studies and permitting costs for nature-based solutions that reduce the impact of flooding and sea level rise; and
- Water management districts to support local government adaptation planning.

The bill may have an indeterminate negative fiscal impact on state government, DEP, and local governments. Subject to the Governor’s veto powers, the effective date of this bill is July 1, 2023.

HART (HB 1397)

HB 1397 recognizes that given Florida’s rapid population growth, the effective coordination of transportation planning and service delivery, particularly regional transportation mobility, is critical to the safe and efficient development, management, operation, and maintenance of public transit systems. The bill provides legislative intent to explore transformative changes to the policy management structure of the Hillsborough Area Regional Transit Authority (HART) to achieve organizational efficiencies with the goal of streamlining decision-

making, improving transparency, and enhancing the effectiveness of local and regional public transit service delivery. The bill requires the Department of Transportation (DOT), or its consultant, to conduct a study reviewing specified aspects of HART's organizational structure and operation and requires DOT to submit a report detailing the results of the study to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1, 2024.

The bill has an indeterminate fiscal impact on state government and no fiscal impact on local governments or the private sector. Subject to the Governor's veto powers, the effective date of this bill is upon becoming law.

LAND USE AND DEVELOPMENT REGULATION (SB 1604)

The Law (Chapter 2023-31, L.O.F.) makes various changes to current law pertaining to local government comprehensive planning, and local regulation of electrical substation siting, among other things.

Comprehensive Planning:

The Law revises local comprehensive planning requirements by increasing the two required planning periods to a 10-year and 20-year period, from 5 and 10, and prohibiting local governments that fail to update their comprehensive plans in accordance with the 7-year evaluation and appraisal process from initiating or adopting any publicly initiated plan amendments. Additionally, the Law prescribes "certain procedures" (see NOTE #2) for the Department of Economic Opportunity to apply when local governments remain out of compliance with comprehensive planning updates.

The Law also removes local governments' ability to require specified "building design elements" for residential dwellings in planned unit developments, and master planned communities (unless approved before July 1, 2023) with a design review board or architectural review board created on or after January 1, 2020. "Building design elements" mean the external building color; the type or style of exterior cladding material; the style or material of roof structures or porches; the exterior nonstructural architectural ornamentation; the location or architectural styling of windows or doors; the location or orientation of the garage; the number and type of rooms; and the interior layout of rooms.

Electrical Substations:

“Distribution electrical substation” is defined in current law as an electrical substation which takes electricity from the transmission grid and converts it to a lower voltage so it can be distributed to customers in the local area on the local distribution grid through one or more distribution lines less than 69 kilovolts in size.

The construction of new “distribution electrical substations” is permitted use in all future land use categories and zoning districts, with certain exceptions. Local governments may adopt reasonable land development regulations for new substations, addressing only setback, landscaping, buffering, screening, lighting, and other aesthetic compatibility-based standards.

The Law modifies the term “distribution electrical substation” to include accessory administration or maintenance buildings and related accessory uses and structures. It also removes reference to “distribution” and the kilovolt limitation, applying the local regulation limitations to electric substations of all sizes, i.e., distribution and transmission substations. Additionally, the Law makes the electric substation approval process applicable to existing substations, as well as new ones, and removes the ability for local governments to adopt reasonable land development regulations for solar substations.

These provisions were approved by the Governor and take effect July 1, 2023, except as otherwise provided.

LOCAL GOVERNMENT COMPREHENSIVE PLANS (SB 540)

Current law provides a process for an affected person to challenge whether a comprehensive plan or plan amendment complies with the Community Planning Act in Chapter 163, F.S., by petitioning the Division of Administrative Hearings for a formal hearing on the matter. The bill provides that in an administrative challenge to a comprehensive plan or a plan amendment, the prevailing party is entitled to recover attorney fees and costs, including reasonable appellate attorney fees and costs.

The bill also clarifies the scope of review for a local government decision to grant or deny a development order by providing that the order may only be challenged if it would materially alter the use, density, or intensity of the property in a manner not consistent with the comprehensive plan. Lastly, the bill provides that land development regulations relating to any characteristic of development other than use, or intensity or density of use, do not apply to Florida College System institutions.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2023.

LOCAL ORDINANCES (SB 170)

SB 170 pertains to the passage and challenging of local ordinances. It adds to the process for local governments passing ordinances and gives certain additional rights to those challenging local ordinances. The bill requires counties and cities to produce a "business impact estimate" prior to passing an ordinance, with exceptions. The estimate must be published on the local government's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

Additionally, the bill imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable. In these cases, the bill:

- Requires the local government to suspend enforcement of an ordinance of such legal challenge, under certain circumstances.
- Requires the court to give those cases in which enforcement of the ordinance is suspended priority over other pending cases and render a preliminary or final decision as expeditiously as possible.
- Provides that a court may award up to \$50,000 in attorney fees to a prevailing plaintiff who successfully challenges an ordinance as arbitrary or unreasonable.

The bill also provides, remedially and effective upon becoming a law, that properly noticed consideration of a proposed ordinance may be continued to a

subsequent meeting under certain circumstances without further publication, mailing, or posted notice.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect October 1, 2023, except where otherwise provided.

MPO MERGER (portions of HB 425 and HB 1305)

During the 2023 Legislative Session, two bills related to transportation passed, HB 425 and HB 1305 (approved by the Governor) which included a wide array of issues in addition to MPO topics. The following is a summary of MPO topics.

MPO Designation:

HB 425 revises the provision that allows more than one MPO to be designated for each urbanized area or groups of urbanized areas, in which case each MPO designated for the urbanized area must:

- Consult with every other MPO designated for the area and the state to coordinate plans and transportation improvement programs.
- Ensure, to the maximum extent practicable, the consistency of data used in the planning process, including data used in forecasting travel demand with the urbanized area.

MPO Powers, Duties, and Responsibilities:

The bill prohibits MPOs from performing production or delivery for capital improvement projects on the State Highway System. The bill requires each MPO in developing its long-range transportation plan and transportation improvement program to:

- Support the economic vitality of the contiguous urbanized metropolitan area;
- Enhance the integration and connectivity of the transportation system, across and between contiguous urbanized metropolitan areas, for people and freight; and
- Improve the resilience of transportation infrastructure.

The bill requires each MPO to prepare a congestion management system for the contiguous urbanized metropolitan area. The bill requires certain MPOs to consider the proportional representation of the area's population when selecting membership of a technical advisory committee and requires that, whenever possible, representatives of intermodal logistics centers be included on the technical advisory committee. The bill removes legislative findings regarding transportation projects crossing from the jurisdiction of one MPO into the jurisdiction of another MPO. The bill provides that multiple MPOs may merge, combine, or otherwise joint together as a single MPO.

Tampa Bay Area MPOs:

HB 425 and HB 1305 repeal the Chairs Coordinating Committee. In its place, the bills require that, by December 31, 2023, the MPOs serving Hillsborough, Pasco, and Pinellas Counties must submit a feasibility report to the Governor, the President of the Senate, and the Speaker of the House of Representatives exploring the benefits, costs, and process for consolidation into a single MPO serving the contiguous urbanized area, the goal of which would be to:

- Coordinate transportation projects deemed to be regionally significant.
- Review the impact of regionally significant land use decisions on the region.
- Review all proposed regionally significant transportation projects in the transportation improvement programs.

Long-Range Transportation Plan:

HB 425 requires multiple MPOs within a contiguous urbanized area to coordinate the development of long-range transportation plans to be reviewed by the Metropolitan Planning Organization Advisory Council. The bill also requires multiple MPOs within a contiguous urbanized area to ensure, to the maximum extent possible, consistency in the data used in the planning process.

Transportation Improvement Program:

HB 425 adds ensuring safety to the list of principles to be considered by each MPO when developing a list of project priorities and a transportation improvement program, requires multiple MPOs within a contiguous urbanized area to

coordinate transportation improvement programs, and requires each MPO's transportation improvement program to indicate coordination or alignment with transportation improvement plans of other MPOs within the contiguous urbanized area.

Except as otherwise provided, these provisions are effective July 1, 2023.

NATURAL EMERGENCIES (SB 250)

SB 250 makes various changes throughout Florida Statutes regarding the preparation and response activities of state and local government when natural emergencies impact the state.

Specifically, the bill:

- Prohibits counties and municipalities within 100 miles of Hurricane Ian or Hurricane Nicole landfall from adopting more restrictive or burdensome procedures to their comprehensive plans or land development regulations concerning review, approval, or issuance of a site plan, development permit, or development order before October 1, 2024. Additionally, such counties and municipalities may not propose or adopt a moratorium on construction, reconstruction, or redevelopment of any property damaged by Hurricane Ian or Nicole (effective upon becoming a law).
- Prohibits counties and municipalities within the disaster declaration for Hurricane Ian or Hurricane Nicole from increasing building fees until October 1, 2024 (effective upon becoming a law).
- Prohibits counties and municipalities within the disaster declaration for Hurricane Ian or Hurricane Nicole from increasing building fees until October 1, 2024 (effective upon becoming a law).
- Requires the Division of Emergency Management to post on its website a model debris removal contract for the benefit of local governments (effective upon becoming a law).
- Requires the Division of Emergency Management to prioritize technical assistance and training to fiscally constrained counties on aspects of

preparedness, response, recovery, and mitigation (effective upon becoming a law).

- Encourages local governments to create emergency financial plans in preparation for major natural disasters.
- Allows registered contractors to engage in contracting for the types of work covered by their registration within areas for which a state of emergency has been declared (effective upon becoming a law).
- Extends the date for fire control districts within 50 miles of Hurricane Ian's landfall to submit statutorily required performance reviews.
- Amends the Consultants' Competitive Negotiation Act to allow for additional disaster-related construction projects relating to Hurricane Ian to utilize the "continuing contracts" provision through December 31, 2023 (effective upon becoming a law).
- Makes the Local Government Emergency Bridge Loan Program a revolving program and makes funds available for local governments impacted by federally declared disasters until July 1, 2038. The bill appropriates \$50 million in nonrecurring funds from the General Revenue Fund to the program for the 2023-2024 fiscal year and authorizes \$50 million of funds appropriated in special session to a previous version of the program to be transferred and used for this program.
- Provides clarification regarding the 45-day grace period following a hurricane in which owners must bring a derelict vessel into compliance before being charged with a violation.
- Directs the Division of Emergency Management to administer a revolving loan program for local government hazard mitigation projects and appropriates \$1 million in nonrecurring funds from the General Revenue Fund and \$10 million in nonrecurring funds from the Federal Grants Trust Fund for such activity for the 2023-2024 fiscal year.
- Shields public utilities from liability for damages arising from changes in reliability, continuity, or quality of services stemming from an emergency or disaster.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2023, except as otherwise provided.

NON-MOTORIZED TRAILS (SB 106)

SB 106 was approved by the Governor as Chapter No. 2023-20. The Law recognizes the Florida Greenways and Trails System (FGTS) is made up of existing planned and conceptual nonmotorized trails and ecological greenways that form an integrated statewide system. The system includes paddling, hiking, biking, multi-use, and equestrian trails. In 2015, the Legislature formally created the Florida Shared-Use Nonmotorized Trail Network (SUN Trail Network) as a component of the FGTS. The SUN Trail Network consists of paved multiuse trails or shared-use paths physically separated from motor vehicle traffic that provide pedestrians and bicyclists opportunities to travel between communities, conservation areas, state parks, and other natural or cultural attractions for a variety of trip purposes. The Florida Department of Transportation (DOT) estimates that the full network will encompass approximately 4,000 miles of trails, with one-third currently open for use. The Law expands the existing SUN Trail Network and enhances coordination of the state's trail system with the Florida Wildlife Corridor (Corridor).

Specifically, the Law:

- Prioritizes the development of “regionally significant trails,” which are defined as trails that cross multiple counties; attract national and international visitors; serve economic and ecotourism development; showcase the state’s wildlife areas, ecology, and natural resources; and serve as main corridors for trail connectedness across the state.
- Enhances the planning, coordination, and marketing of the state’s bicycle and pedestrian trail system and the Corridor.
- Requires trails developed within the Corridor to maximize the use of previously disturbed lands and be compatible with applicable land use provisions.
- Requires DOT to erect uniform signage identifying trails that are part of the SUN Trail Network and to submit a periodic report on the status of the SUN Trail Network.
- Authorizes DOT and local governments to enter into sponsorship agreements for trails and to use associated revenues for maintenance, signage, and related amenities.
- Recognizes “trail town” communities and directs specified entities to promote the use of trails as economic assets, including the promotion of trail-based

tourism.

- Increases recurring funding for the SUN Trail Network from \$25 million to \$50 million and provides a non-recurring appropriation of \$200 million to plan, design, and construct the SUN Trail Network. The Law may have an indeterminate fiscal impact on the state and local governments.

The Law will become effective on July 1, 2023.

TAXATION (HB 7063)

Among other things, the Taxation “Package,” HB 7063 requires that the reenactment or increase of a currently levied local tax must appear on the ballot in a general election within the 48 months preceding the effective date of the re-enacted or increased tax, and the question may only appear once during that 48-month period. This provision applies to discretionary sales surtaxes, local option fuel tax, ninth-cent fuel tax, as well as tourist development tax, tourist impact tax, and children’s services tax.

Subject to the Governor’s veto, the effective date is July 1, 2023.

TBARTA (HB 155)

Created in 2007, the Tampa Bay Area Regional Transit Authority covers Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties. TBARTA currently offers a vanpool service, known as Commute Tampa Bay. It has also conducted various transit planning studies for the Tampa Bay area, including its Envision 2030 plan. On January 20, 2023, TBARTA’s board adopted a plan to wind down and close its operations. The bill repeals Chapter 343, part III, F.S., relating to TBARTA, dissolves TBARTA effective June 30, 2024, and requires TBARTA to provide for the discharge of any liabilities, settle and close its affairs, transfer any pending activities such as its vanpool program, close and appropriately dispense any applicable federal or state funds, provide for the distribution of any remaining assets, notify the Department of Economic Opportunity and each entity

represented on TBARTA's board that it is dissolved, and forward its records to the Department of State. The bill does not appear to have a fiscal impact on state government or the private sector. According to the staff analysis, the bill has an indeterminate fiscal impact on TBARTA's member counties. Subject to the Governor's veto powers, the effective date of this bill is July 1, 2023.

NOTE #1

SB 102 Affordable Housing: "certain circumstances"

166.04151 Affordable housing--

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004.

Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

NOTE #2

SB 1604 Land Use Regulation: “certain procedures”

163.3191 Evaluation and appraisal of comprehensive plan—

(1) At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan and notify the state land planning agency as to its determination. The notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period.

(2) If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government must prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.

(3) Local governments shall comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section must be reviewed pursuant to s. 163.3184(4). Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

(4) If a local government fails to submit the letter and affidavit prescribed by subsection (1) or to transmit the update to its plan pursuant to subsection (3) within 1 year after the date the letter was transmitted to the state land planning agency, it may not initiate or adopt any publicly initiated plan amendments to its comprehensive plan until such time as it complies with this section, unless

otherwise required by general law. This prohibition on plan amendments does not apply to privately initiated plan amendments. The failure of the local government to timely update its plan may not be the basis for the denial of privately initiated comprehensive plan amendments.

(5) If it is determined that a local government has failed to update its comprehensive plan pursuant to this section, the state land planning agency must provide the required population projections that must be used by the local government to update the comprehensive plan. The local government shall initiate an update to its comprehensive plan within 3 months following the receipt of the population projections and must transmit the update within 12 months. If the state land planning agency finds the update is not in compliance, it must establish the timeline to address the deficiencies, not to exceed an additional 12- month period. If the update is challenged by a third party, the local government may seek approval from the state land planning agency to process publicly initiated plan amendments that are necessary to accommodate population growth during the pendency of the litigation. During the update process, the local government may provide alternative population projections based on professionally accepted methodologies, but only if those population projections exceed the population projections provided by the state land planning agency and only if the update is completed within the timeframe set forth in this subsection.

Except as otherwise expressly provided in this act, SB 1604 shall take effect July 1, 2023.



Hillsborough TPO Transportation Planning Organization

Commissioner Gwen Myers
Hillsborough County
TPO Chair

Mayor Andrew Ross
City of Temple Terrace
TPO Vice Chair

Paul Anderson
Port Tampa Bay

Councilman Alan Clendenin
City of Tampa

Commissioner Harry Cohen
Hillsborough County

Councilmember Lynn Hurtak
City of Tampa

Commissioner Pat Kemp
Hillsborough County

Mayor Nate Kilton
City of Plant City

Scott Drainville
HART

Joe Lopano
Hillsborough County
Aviation Authority

Councilman Guido Maniscalco
City of Tampa

Commissioner
Michael Owen
Hillsborough County

Hemant Saria
Planning Commission

Greg Slater
Expressway Authority

Commissioner
Joshua Wostal
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Jessica Vaughn
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School Board

Beth Alden, AICP
Executive Director



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May 30, 2023

The Honorable Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington D.C. 20590

RE: Funding Opportunity DOTBAB1062023 – Regional Infrastructure Accelerator

Dear Secretary Buttigieg,

On behalf of the Hillsborough TPO, I am pleased to support the City of Tampa's application to the Build America Bureau, United States Department of Transportation's FY 2023 Regional Infrastructure Accelerator Demonstration Program Grant Program. The project will accelerate implementation of a bold vision which includes a self-sustaining premium transit network and a safe and accessible multimodal network for people who bike and walk which provide connections to workforce and affordable housing, economic centers, schools, parks, and more.

The City and partners including the Hillsborough TPO have already begun early efforts to pave the way for establishing Transit Oriented Development (TOD) to help address the growing problems of climate change and global energy security through creation of dense, walkable communities that provide more sustainable mobility options. This bold vision, which has broad regional support and is consistent with the Hillsborough TPO's 2045 "It's TIME Tampa Bay" Transportation Plan, will connect and catalyze Tampa's award-winning International Airport, the Westshore Business District, Tampa's Downtown, Port Tampa Bay, historic Ybor City, and the University of South Florida, including dozens of neighborhoods along the way, a majority of which are underserved communities and meet the goals of the Justice40 Initiative.

The City of Tampa and partners including the Hillsborough TPO are also committed to taking on the deadly crash epidemic with deliberate, decisive action, guided by the data-driven approach of Vision zero. At the core of Vision Zero is the understanding that deaths and life-altering injuries from traffic crashes are preventable. Saving lives on Tampa's streets is possible through investment in critical transportation improvements which will enhance the livability of the area and provide positive opportunities for economic development for our city, region and state.

I respectfully request your favorable consideration of this opportunity to invest in Tampa's future.

Sincerely,

Beth Alden, AICP
Executive Director



Hillsborough TPO

Transportation Planning Organization

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Hillsborough County
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Commissioner
Joshua Wostal
Hillsborough County

Jessica Vaughn
Hillsborough County
School Board

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Executive Director



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June 5, 2023

Brian Hunter,
Florida Department of Transportation, District 7
11305 McKinley Dr.
Tampa, FL 33612

RE: Use of Carbon Reduction Program Funding

Dear Brian,

According to the FHWA summary of the Congestion Reduction Program, MPOs and TPOs maintain authority over the programming of funds from this source, as indicated in the [Bipartisan Infrastructure Law fact sheet](#). After reviewing the Department's proposed list of sidewalk projects to be funded by the Carbon Reduction program (CARU), we have concerns that these may not be consistent with the List of Priority Projects in the TIP adopted June 8, 2022.

There are several higher priority programs and projects indicated in the adopted TIP's State of Good Repair & Resilience, Vision Zero, and Smart Cities programs which we believe are eligible for CARU and ranking above those in the Real Choices When Not Driving program. For reference, the higher ranked priority projects in the adopted FY 2022-2023 TIP include the following:

- HART bus replacements – replacing diesel fleet with low-emission passenger vehicles
- HART bus maintenance Mid-life Overhaul
- Sidewalk Improvements and Enhancing turn radii - Hillsborough Ave at Sawyer Rd & Town N Country Blvd (grouped together)
- Safety Enhancements/Complete Streets project; Temple Terrace requests County funding these improvements - Bullard Pkwy (Glen Arven Ave to 78th St)
- Signal heads, visibility enhancements, median, reducing turn radii and lane width, access mgmt treatments - CR 579/Mango Road from MLK Jr. Boulevard to US 92
- Speed mgmt treatments, lighting, crosswalks, sidewalk, concept for red light running cameras - Lynn Turner Rd from Ehrlich Rd to Gunn Highway
- Resurfacing bike lanes, sidewalks & mid-block crossings - 78th St from Causeway Blvd to Palm River Rd
- Sidewalks, bike lane reconstruct, drainage, mobilization, MOT, PE & CEI, contingency - N 15th St from Fowler Ave to Fletcher Ave
- Safety Enhancements - SR582/Fowler Ave (56th St to I-75)

- Safety Enhancements - 56th/50th (SR60 to Fletcher Ave)
- Safety Enhancements - N Florida Ave (MLK Blvd to Waters Ave)
 - Safety enhancements. Estimates include mobilization, MOT, contingency, CST; Design and CEI not included in estimate - Fletcher Ave from Armenia Ave to Nebraska Ave; Need Additional Information to Proceed - Symmes Rd @ US301
- Safety Enhancements - S CR39 at Lithia Pinecrest Rd
- Concept plan to evaluate lane repurposing, enhanced bike & ped facilities, midblock crossings, speed mgmt treatments, signal retimings & warrants - Habana Ave from MLK Blvd to Hillsborough Ave
- Safety Enhancements/Complete Streets project - Azelee St from Dale Mabry to Armenia Ave; Need Additional Information to Proceed - Bird St from Florida Ave to Nebraska Ave
- Safety Enhancements; goes-with resurfacing project to be scheduled - MLK Urban Corridor Improvements (Dale Mabry Hwy to Armenia Ave)
- City of Tampa requests County funding these improvements - West Shore Blvd Complete Street (Kennedy Blvd to Boy Scout Blvd); Need Additional Information to Proceed - 15th St from Lake Ave to Palm Ave
- Raised medians, bike lane connections, closing sidewalk gaps, and ADA improvements, Innovative intersections - SR 574 from US 301 to Turkey Creek Rd
- City of Tampa requests County funding these improvements - Manhattan Ave from Gandy Blvd to Euclid
- Hi-Viz Crossings, walk & bike enhancements, lighting, LPI, access mgmt treatments - Sheldon Rd from W Hillsborough Ave to W Waters Ave; Need Additional Information to Proceed - MacDill Ave from Bay to Bay to Kennedy Blvd
- Intersection Safety Improvements; City of Tampa requests County funding these improvements - West Shore Blvd (Fair Oaks Ave to Neptune Way)
- ATMS Upgrade/Replacement - HART Scheduling Software
- ATMS Replacement - Downtown Signal Replacements & Bridge Control
- Intersection Improvements - US301 & Balm Rd
- Widening, bike/ped improvements, intersection operational considerations - SR 583/50th/56th St from US 41/Melbourne Ave to Sligh Ave
- Dual left turn lanes, widening - CSX rail crossing Alexander St/Jim Johnson Rd
- Intersection Improvements - South Park Rd at Coronet Rd
- Intersection Improvements - SR 60 from East of Dover Rd to Polk County Line
- Signal Replacements and/or upgrades; City of Tampa requests County funding these improvements - Cypress at Armenia & Howard; Henderson at San Rafael/Lois Ave; Habana Ave at Columbus Dr; Himes Ave at Gandy Blvd; Manhattan Ave at El Prado; Manhattan at Bay to Bay; Church at Bay to Bay
- Network Connection - 109th Ave (Nebraska Ave to 30th St)
- Multimodal Enhancements & Network Connection - Ashley Dr (Tyler St to Laurel St)
- Multimodal Enhancements & Network Connection: Intersection reconstruction, ADA compliant sidewalks, ped upgrades, modify turn lanes - Dale Mabry at Spruce
- Multimodal Enhancements & Network Connection - Hanna Ave (Nebraska Ave to 40th St)
- Multi-Use Trail - Adamo Dr Greenway Gap (22nd St to 34th St)

- Multimodal Enhancements & Network Connection - 14th Street (N of Columbus to S of I-4)
- Multimodal Enhancements & Network Connection - Main St (Armenia Ave to North Blvd)
- Bicycle Blvd & Multimodal Enhancements - Gray St (West Shore Blvd to Willow Ave)
- Multi-Use Trail - Fowler Ave Underpass PD&E
- Light vehicle/Footbridge - Whiteway Drive
- Intersection & Network Improvements - Armenia Ave at Barclay Rd
- Multi-Use Trail; Temple Terrace requests County funding these improvements - Tampa Bypass Canal Trail (34th St to Bruce B. Downs)
- Multimodal Enhancements & Network Connection - Waters Ave at Florida Mining Blvd
- Multimodal Enhancements & Network Connection - Brush St (Whiting St to Kennedy Blvd)
- Multimodal Enhancements, Intersection & Network Improvements - CR579/Mango Rd at Old Hillsborough Ave
- Multi-Use Trail - South Tampa Greenway (Picnic Island Park to Manhattan Ave)
- Multi-Use Trail - South Coast Greenway (Phases I and III-VI)

While we agree that there is value in filling gaps on the sidewalks proposed by the District, we appreciate your consideration of any of the above higher priority projects eligible for this funding source. We would be happy to coordinate and identify gaps aligning with the TPO's HIN to prioritize and program in future years, to which we can assist in the selection process by identifying segments which are mutual priorities. Please let me know how else we can help.

Sincerely,



Johnny Wong, PhD, Executive Planner
Transportation Improvement Program Coordinator
Hillsborough TPO