

Exhibit D

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-02
POLICY PLANNING
OGC - 04/14
Page 1 of 21

TRANSPORTATION PLANNING FUNDS JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>423602-2-14-01</u> <small>(item-segment-phase-sequence)</small>	Fund: _____ Function: <u>615</u> Federal No.: <u>PL 0058 (052)</u> DUNS No.: <u>8313408280000</u>	FLAIR Approp.: _____ FLAIR Obj.: <u>790015</u> Org. Code: <u>55042010429</u> Vendor No.: _____
Contract No.: <u>ARN 28</u>	CFDA Number & Title: <u>20.205</u>	CSFA Number & Title: _____

THIS JOINT PARTICIPATION AGREEMENT (Agreement) is made and entered into on this 26th day of September 2014, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309 and the Broward Metropolitan Planning Organization (MPO), whose address is 100 Cypress Creek Road, Suite 850, Fort Lauderdale, Florida 33309-2112.

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in the designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area that results in plans and programs reflecting consideration of the likely effect of transportation policy decisions on land use and development and the consistency of transportation plans and programs with the provisions of all applicable short and long term land use and development plans;

WHEREAS, 23 USC §134, 49 USC §5303, 23 Code of Federal Regulation (CFR) §450.306, and Section 339.175, Florida Statutes (F.S.), authorize metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to 23 USC §134, 49 USC §5303, 23 CFR §450.310, and Section 339.175 F.S., the MPO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government.,

WHEREAS, pursuant to the Interlocal Agreement executed on March 7th, 2000 and filed with the Clerk of the Circuit Court of Broward County, the Broward MPO was established, with specific transportation planning duties and responsibilities identified therein;

WHEREAS, the MPO has the authority to enter into this Agreement and to undertake the responsibilities hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction, including the implementation of an integrated and balanced transportation system;

WHEREAS, the MPO is to be the recipient of metropolitan planning funds (PL Funds) authorized under 23 USC 104(f) to carry out the provisions of 23 USC §134 and 49 USC §5303;

WHEREAS, the Department is authorized to allocate said funds for all metropolitan planning organizations throughout the State of Florida;

WHEREAS, the Department is authorized to transmit to the MPO its proportionate share of PL Funds approved by the Federal Highway Administration (FHWA) appropriated for the purpose of aiding the metropolitan transportation planning process; and

WHEREAS, 23 CFR §450.314 and Section 339.175(10), F.S., require that the Department and the Broward MPO enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.

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

ARTICLE 1
RECITALS; DEFINITIONS; PURPOSE

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

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

- (a) Agreement means and refers to this instrument.
- (b) Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (c) FHWA means and refers to the Federal Highway Administration.
- (d) FTA means and refers to the Federal Transit Administration.
- (e) Long Range Transportation Plan is the 20-year plan which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital investments necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, as required by 23 USC §134, 49 USC §5303, 23 CFR §450.322, and Section 339.175, F.S.
- (f) Metropolitan Planning Area means and refers to the planning area as determined by agreement between the MPO plus the contiguous area expected to become urbanized within a 20-year forecast period, and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134, 49 USC §5303, 23 CFR §450.312 and Section 339.175, F.S., which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) MPO means and refers to the policy planning board of an organization designated pursuant to this Interlocal Agreement as described in 23 USC §134, 49 USC §5303, and Section 339.175, F.S. An MPO may also be referred to as a Transportation Planning Organization (TPO) or a Transportation Planning Agency (TPA).
- (h) Multimodal, Systems Level Corridor or Subarea Planning Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR §450.212 and 23 CFR §450.318.

- (i) Task and or subtask refer to the individual work items or programs listed within the respective Unified Planning Work Program (UPWP).
- (j) Transportation Improvement Program or TIP is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; including all regionally significant transportation projects even if no Federal funding is involved (23 CFR §450.324); a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans (Section 339.175, F.S.) adopted pursuant to Section 163.3161 *et seq.*, F.S.; an indication of whether the projects and phases are consistent with the Long Range Transportation Program (23 CFR §450.324); and an indication of how improvements are consistent, to the maximum extent feasible, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, as required by Section 339.175, F.S.
- (k) Unified Planning Work Program or UPWP is a biennial program developed by the MPO in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a Metropolitan Planning Area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, F.S.

Section 1.03. UPWP and PL Funds. As more fully set forth in Article 2 of this Agreement, the purpose of this Agreement is: (1) To ensure the PL Funds portion of the biennial UPWP for the Metropolitan Planning Area is prepared by the Broward MPO in conformance with 23 CFR §450.308 and Section 339.175, F.S., (2) To provide financial assistance to the Broward MPO for transportation related planning activities, as required under 23 USC §134 and 49 USC §5303, To state the terms and conditions upon which such assistance will be provided, and (4) To recite the understanding as to the manner in which the biennial UPWP will be undertaken and completed.

ARTICLE 2

TRANSPORTATION PLANNING; PL FUNDS; UPWP PREPARATION

Section 2.01. The Project. The Project under this Agreement is defined as the preparation and adoption of the biennial UPWP for the Metropolitan Planning Area which is supported by PL Funds. Approval of the Project shall consist of approval of each biennial UPWP by the MPO, and the appropriate Federal funding agencies, including the FHWA and/or Federal Transit Agency (FTA). Individual tasks or subtasks of the UPWP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal law or state statutes. The Project approval for any specific UPWP extends for only the two-year fiscal period for which the Project was developed. Portions of the Project not completed during the indicated fiscal years are not eligible for funding, unless specifically included in the succeeding UPWP. Notwithstanding that the Project may be implemented over a two-year period, funding will be authorized on an annual basis.

Section 2.02. Accomplishment of the Project.

- (a) General Requirements. The MPO shall commence, carry on, and complete the Project, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all

applicable laws, including all applicable transportation planning responsibilities identified in the Interlocal Agreement establishing the MPO.

- (b) Funds of the MPO. The MPO shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the MPO to provide the necessary funds for completion of the Project.
- (c) Submission of proceedings, contracts and other documents. Subject to Florida Public Records Law, Chapter 119, F.S., the Broward MPO shall submit to the Department such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as the Department may require. The MPO shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Broward MPO shall have a right to charge reasonable charges for reproduction of public records as permitted by Chapter 119, F.S.
- (d) Notification. Within ten (10) business days of receipt by the Department, of correspondence pertaining to the approval of individual work tasks contained within the UPWP relating to the duties of the Broward MPO pursuant to 23 USC §134, 49 USC §5303, 23 CFR Parts 420 and 450; and 49 CFR Parts 18 and 20. As so stated, the approved amount for each specific work task will be consistent with the budgeted amount as defined in the draft UPWP.

Section 2.03. Participation in the Project.

- (a) The Department agrees to participate in the Project, such participation to be limited to: (1) a cash reimbursement to the Broward MPO in the amount of PL Funds approved for reimbursement in the Project and made available by the FHWA; and (2) except as otherwise authorized by the Department, in-kind services (including Department consultant contracts for applicable planning work within the MPO's Metropolitan Planning Area), the value of which services in any given year should not exceed one-half of the amount of matching funds required for the MPO's PL Funds approved for expenditure in the Project. The remaining required match, if any, shall be provided by the Broward MPO in the form of in-kind services or cash. In some circumstances, the Department may elect to furnish additional in-kind services.
- (b) Reimbursement will be made on monthly or quarterly billings, based upon actual expenses incurred by the Broward MPO in furtherance of the Project. Requests for payment shall include documentation of expenditures as required by 49 CFR §18.41, as appropriate, and of work accomplished by the Broward MPO, and shall also include a narrative progress report.

Section 2.04. Rights of Review. As required by 49 CFR §18.42(e), the FHWA and the FTA shall have the right of review of the work (and approval or concurrence as appropriate), including, but not limited to: the UPWP; the TIP; the Long Range Transportation Plan; a Multimodal, Systems Level Corridor or Subarea Planning Study; the Transportation Systems Management Element; all technical reports; and all planning data prepared by the Broward MPO. If the FHWA or the FTA finds that the work performed fails to comply with any requirement (e.g., work tasks are not conducted in accordance with approved work programs, or work tasks are found to be inconsistent with federal or state guidelines), the FHWA or the FTA may use the enforcement actions contained in 49 CFR §18.43 to remedy the situation.

Section 2.05. The UPWP Budget. The UPWP Budget shall consist of that portion of the two budget statements included in the UPWP which covers PL and Section 5303 funded work. One statement

identifies funding sources (federal, state, local) by work task and subtask. The other statement identifies funding, by work task and subtask, agency participation, and consultant services. The Broward MPO shall maintain said UPWP Budget, carry out the UPWP, and shall incur obligations against and make disbursements of UPWP funds only in conformity with the latest approved budget for the UPWP. Modifications to the UPWP budget may occur periodically. Modifications shall not increase the FHWA approved UPWP final total budget or change the scope of FHWA approved work task(s). The Department and the FHWA shall be notified of all modifications by the Broward MPO. Changes in the scope of an approved work task or addition of funds which change the total funding of an FHWA approved UPWP shall be considered amendments. Amendments must be approved by the FHWA. Proposed amendments shall be filed with the Department. The Department shall review and transmit the amendment and supporting documents to the FHWA and/or the FTA with a recommendation for approval or denial. The MPO shall limit the total amount of Project funds programmed in the UPWP for a particular two-year fiscal period to the following:

- (a) Project funds allocated to the Broward MPO for the subject two-year fiscal period;
- (b) Any unspent Project funds that had been programmed in UPWPs from the previous two-year fiscal period for which final billing had been received and those funds have been deobligated. The unspent balance from each of the previous years' UPWPs will not be available for reprogramming until final billing for the earlier years is received and processed by the Department.

Section 2.06. Accounting Records.

- (a) Establishment and Maintenance of Accounting Records. The MPO shall establish for the Project, in accordance with the requirements of 49 CFR §18.20, separate accounts for each task and subtask of the Project Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Project Account. The Project Account and supporting documentation as set forth in 49 CFR §18.20, shall be made available upon request for examination by the FHWA, the FTA or the Comptroller General of the United States in accordance with the requirements of 49 CFR §18.42.
- (b) Funds Received or Made Available for the Project. Pursuant to the requirements of 49 CFR §18.20, the MPO shall record in the Project Account all payments received by it from the Department pursuant to this article and all other funds provided for, accruing to, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as Project Funds.
- (c) Costs Incurred for the Project. The MPO shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the FHWA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 49 CFR §18.22.
- (d) Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Part 225 "*Cost Principles for State, Local and Indian Tribal Governments*".
- (e) Checks, Orders, and Vouchers. Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a

properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

- (f) Indirect Costs. The rate used for billing indirect costs shall be established in accordance with the requirements of the OMB. All costs must be consistent with the federal cost principles contained in 2 CFR Part 225.

All indirect costs will be based on an indirect cost rate supported either by a Department accepted indirect cost allocation plan or by an indirect cost plan approved by a cognizant federal agency. Annually, the MPO may prepare an indirect cost allocation plan which covers all anticipated indirect costs for the current calendar year. The Department will not reimburse any indirect costs not covered by an accepted MPO indirect cost allocation plan.

Requests for reimbursement shall document the amount of funds that have been expended during the period for the total Project, as well as for the current billing period. The request for reimbursement shall contain sufficient detail to provide the Department and FHWA as to the progress on each work element contained in the UPWP.

Section 2.07. Audit

The administration of resources awarded by the Department to Broward MPO may be subject to audits and/or monitoring by the Department, as described in this section.

- (a) Monitoring. In addition to reviews of audits conducted in accordance with OMB Circular A-133 (*Audits of States, Local Governments, and Non-Profit Organizations*) and Section 215.97, F.S., as revised (see below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by the Department staff to the MPO regarding such audit. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or the Florida Auditor General.
- (b) Federally funded. Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:
- (1) In the event that the MPO expends \$500,000 or more in Federal awards in a fiscal year, the MPO must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in a fiscal year, the MPO shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the MPO conducted by the Auditor General

in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

- (2) In connection with the audit requirements addressed in Part (b), paragraph 1 of Section 2.07 of this Agreement, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
 - (3) If the MPO expends less than \$500,000 in Federal awards in a fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
 - (4) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.
- (c) State funded. MPO's receiving state funds (i.e. a non-state entity as defined by Section 215.97, F.S.) are to have audits done annually using the following criteria:
- (1) In the event that the MPO expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the MPO must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (*Local Governmental Entity Audits*) or 10.650 (*Florida Single Audit Act: Audits Nonprofit and For-profit Organizations*), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the MPO shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
 - (2) In connection with the audit requirements addressed in Part (c), paragraph 1 of Section 2.07 of this Agreement, the MPO shall ensure that the audit complies with the requirements of Section 215.97, F.S. This includes submission of a financial reporting package as defined by Section 215.97, F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.
 - (3) If the MPO expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the MPO's resources obtained from other than State entities).
 - (4) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.
- (d) Post audit requirements.

The MPO shall follow up and take corrective actions on audit findings. The MPO shall prepare a Summary Schedule of Prior Audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Florida Department of Financial Services, and the Florida Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official nor does it relieve the MPO of complying with records retention agreements.

(e) Report submission.

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 2.07(b) of this Agreement shall be submitted, when required by Section 320(d), OMB Circular A-133, as revised, by or on behalf of the MPO directly to each of the following:

- (i) The Department at each of the following addresses:

District Program Manager
FDOT-District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e., District Program Manager or Audit Director for this contract)

- (ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (iii) Other Federal agencies and pass-through entities in accordance with Sections 320(e) and (f), OMB Circular A-133, as revised.

- (2) In the event that a copy of the reporting package for an audit required by Section 2.07(b) of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section 320(e)(2), OMB Circular A-133, as revised, the MPO shall submit the required written notification pursuant to Section 320(e)(2) and a copy of the MPO's audited schedule of expenditures of Federal awards directly to each of the following:

District Program Manager
FDOT-District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e., District Program Manager or Audit Director for this contract)

In addition, pursuant to Section 320(f), OMB Circular A-133, as revised, the MPO shall submit a copy of the reporting package described in Section 320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

District Program Manager
FDOT-District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e., District Program Manager or Audit Director for this contract)

(3) Copies of financial reporting packages required by Section 2.07(c) of this agreement shall be submitted by or on behalf of the MPO directly to each of the following:

(i) The Department at each of the following addresses:

District Program Manager
FDOT-District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e., District Program Manager or Audit Director for this contract)

(ii) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(4) Copies of reports or the Summary Schedule of Prior Audit findings required by Section 2.07(d) of this Agreement shall be submitted by or on behalf of the Broward MPO directly to:

(i) The Department at each of the following addresses:

District Program Manager
FDOT-District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
(i.e. District Program Manager or Audit Director for this contract)

(ii) Any reports, Summary Schedule of Prior Audit findings or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (*Local Governmental Entity Audits*) or 10.650 (*Florida Single Audit Act: Audits Nonprofit and For-profit Organizations*), Rules of the Auditor General, as applicable.

(iii) The MPO, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (*Local Governmental Entity Audits*) or 10.650 (*Florida Single Audit Act: Audits Nonprofit*

and For-profit Organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the MPO in correspondence accompanying the reporting package.

- (f) Record retention. The MPO, along with contractors and subcontractors, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, FHWA, FTA, Florida's CFO, or Florida Auditor General access to such records upon request. The MPO shall ensure that audit working papers are made available to the Department, or its designee, Florida's CFO, or Florida Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Section 2.08. Requisitions and Payments.

- (a) Preliminary Action by the MPO. In order to obtain any payment, the MPO shall:
- (1) Submit to the Department its request on a form or forms prescribed by the FHWA, and such other data pertaining to the Project Account and the Project as the FHWA may require, to justify and support the payment requested.
 - (2) Submit with the payment requisition a progress report, acceptable to the Department, describing the work and products accomplished which adequately justify and support the payment requested.
 - (3) The MPO shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors; and
 - (4) Comply with all applicable provisions of this Agreement.
- (b) The Department's Obligations. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the FHWA to be proper to ensure the implementation of the Project and payment of the eligible costs. An invoice submitted to the Department is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the District for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15 business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement or the disputed item/amount could be included/added to a subsequent invoice. The District shall review the invoice within 3 days of receipt and complete the request for payment.
- (c) Notwithstanding any other provision of this article, the FHWA may, by providing written notice, elect not to make a payment on account of the Project if:
- (1) Misrepresentation. The MPO made a misrepresentation of a material nature in its UPWP, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

- (2) Litigation. There is pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;
 - (3) Concurrence by the Department. The MPO has taken any action pertaining to the Project which requires the prior approval of the Department or FHWA or has made related expenditures or incurred related obligations without having been advised by the FHWA that they are approved;
 - (4) Conflict of Interests. The Broward MPO has violated any of the conflict of interest provisions of this Article.
- (d) Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies disclose that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

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

The Broward MPO agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Broward MPO is not received by the Department after 90 days written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

- (e) Billing Limitation. The Broward MPO shall timely submit invoices and documents necessary for the close out of the Project. In accordance with 49 CFR §18.50, within 90 days of the expiration or termination of the grant of PL funds for a UPWP, the MPO shall submit all financial, performance and related reports. If an MPO will not have its final invoices submitted to the Department by August 30, the Broward MPO shall notify the Department in writing. If an extension is needed, the MPO shall notify the Department by September 1. The Department will request a time extension from FHWA. The Department will accept no further billings for work accomplished on the task or subtask as defined in the UPWP after the 90-day period unless a time extension has been requested and approved.

The MPO understands that if it fails to timely perform its obligations or fails to submit final invoices and documents necessary for the close out of the Project within six months of the

termination of the grant, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

Section 2.09. Termination or Suspension. The Project may be terminated in whole or in part only in accordance with the requirements of 49 CFR §18.43 and §18.44.

Section 2.10. Contracts of the Department. Consultant contracts shall be in accordance with the applicable requirements of federal and Florida law. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty-five thousand dollars (\$25,000.00) and which have a term for a period of more than one year per Section 339.135(6)(a), F.S.

Section 2.11. Contracts of the MPO.

- (a) When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.
- (b) In subcontracting for any professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by Florida law, the MPO shall comply with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, F.S., as amended. The MPO shall publicly announce, in a form and consistent manner, and comply with the competitive selection requirements of the CCNA, on each occasion when architectural, professional engineering, landscape architectural, or registered surveying and mapping services, are to be purchased for a project, the basic construction cost of which is estimated by the MPO to exceed the threshold for "Category Five" in Section 287.017, F.S., or for a planning or study activity when the fee exceeds the threshold for "Category Two" in Section 287.017, F.S., except that a public announcement is not required in cases of a valid public emergency so certified by the MPO. The competitive negotiation requirements of the CCNA shall be complied with as required by Florida law.
- (c) E-VERIFY. Vendor/Contractor:
 - (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

d) **Debarment and Suspension.**

The MPO agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U. S.C. 96101 note, and USDOT regulations on Debarment and Suspension at 49 CFR Part 29, Environmental Protection Agency 40 CFR 32, Federal Emergency Management Agency 44 CFR. 17 and U.S. Department of Health and Human Services 45 CFR 76. The MPO is prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred. MPO receiving individual awards for \$100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. A MPO may rely on that certification unless it knows that it is erroneous. MPO may check for suspended or debarred parties in the List of Parties Excluded From Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. A list of parties excluded is available on the GSA website at www.arnet.gov/eplis.

Section 2.12. Restrictions, Prohibitions, Controls, and Labor Provisions.

- (a) Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the Department relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- (b) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.
- (c) Compliance with Title VI of the Civil Rights Act of 1964 and Related Statutes. During the performance of this Agreement, the MPO, for itself, its assignees and successors in interest agrees as follows:
 - (1) Compliance with Regulations. The MPO shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
 - (2) Nondiscrimination. The MPO, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The MPO will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
 - (3) Solicitations for subcontractors, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the Broward MPO for work to be

performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Broward MPO of the Broward MPO's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, national origin, or familial status.

- (4) Information and Reports. The Broward MPO 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 Department, the FHWA, or the FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Broward MPO is in the exclusive possession of another who fails or refuses to furnish this information, the Broward MPO shall so certify to the Department, the FHWA, and the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Non-Compliance. In the event of the Broward MPO's failure to comply with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions as it, the FHWA, or the FTA determine to be appropriate, including, but not limited to: withholding of payments to the Broward MPO under this Agreement until the Broward MPO complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.
- (d) Incorporation of Provisions. The MPO will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The MPO will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.
- (e) Participation by Disadvantaged Business Enterprises (DBE): The Broward MPO shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Broward MPO and any sub-consultant or contractor.
- (1) As required by 49 CFR §26.13, and related statutes the Broward MPO shall not discriminate on the basis of race, color, national origin, and religion in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Broward MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The Broward MPO's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement between the Broward MPO and the Department.
 - (2) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Broward MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

18 USC §1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§3801 *et seq.*).

- (f) Record-keeping and document retention. The Department and the Broward MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR §18.42, and Chapters 119 and 257, F.S.
- (g) Prohibited Interests. Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his tenure or for one-year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement.

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

No member, officer, or employee of the MPO either during his or her tenure or for one-year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

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

Section 2.13. Procurement.

- (a) Procurement, Use, and Disposition of Real Property, Equipment, and Supplies. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 49 CFR §18.31, §18.32, and §18.33 (definitions of Real Property, Equipment, and Supplies) and 49 CFR Part 18, Subpart C.
- (b) Vehicles. PL Funds may be used to purchase vehicles under certain conditions. This needs to be approved, in advance, by FHWA. When funds are to be used to provide part or all of the cost of the lease of motor vehicles, such expenditures must be consistent with the approved UPWP.
- (c) Travel. Subject to the provisions of Section 112.061, F.S., all travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved UPWP. The Chairperson of the MPO, or the person or office to whom such authority may be delegated in writing by the Chairperson, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement. The Chairperson of the MPO, or the person to whom such authority may be delegated in writing by the Chairperson, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel and per diem

expenses incurred in the performance of this Agreement and as provided in Sections 112.061 and 339.175, F.S., subject to the availability of funds.

Section 2.14. Inventory Report. The MPO agrees to inventory, to maintain records of and to ensure the proper use, control, and disposal of all nonexpendable tangible property, equipment, computer hardware, and furniture, acquired pursuant to funding under this article. Such records of the inventory report shall be made available upon request. This shall be done in accordance with the requirements of 23 CFR Part 420, and 49 CFR Part 18, and all other applicable federal regulations.

ARTICLE 3

CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 3.01. Disputes and Conflicts Under this Agreement. This Article shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement.

Section 3.02. Initial Resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

Section 3.03. Resolution by Senior Agency Official. If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Broward MPO - the Chairperson of the MPO.

Section 3.04. Resolution of Conflict by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 3.02 or 3.03 of this Agreement the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.01. Constitutional or Statutory Duties and Responsibilities of Parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

Section 4.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 4.03. Duration; Termination Procedure.

- (a) **Duration.** This Agreement shall have a term of five years. At least 90 days prior to expiration of the term, the parties shall review and, if warranted, update the Agreement.

- (b) Termination procedure. Either party to this Agreement may terminate said Agreement by presenting in writing a notice of intent to terminate to the other party to this Agreement at least 90 days prior to the intended date of termination; provided that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination.

Section 4.04. Notices. All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

District Program Manager, FDOT District Four, 3400 West Commercial Boulevard, FL 33309

Broward MPO Director, 100 West Cypress Creek Road, Suite 850, Fort Lauderdale, FL 33309-2112

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

Section 4.05. Interpretation.

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

Section 4.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, such party shall bear its own attorney’s fees in connection with such proceeding.

Section 4.07. Agreement Execution; Use of Counterpart Signature Pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 4.08. Effective Date. This Agreement shall become effective upon its execution by all parties hereto.

Section 4.09. Other Authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of this Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

Section 4.10. Parties not Obligated to Third Parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 4.11. Rights and Remedies not Waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 4.12. Bonus or Commission. By execution of this Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 4.13. State or Territorial Law. Unless required by federal law, nothing in this Agreement shall require the MPO, or any other party hereto, to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law; provided, that if any of the provisions of this Agreement violate any applicable State law, the parties will at once notify the FHWA and or FTA in writing in order that appropriate changes and modifications may be made by the FHWA and or FTA. To that end the MPO or any other party hereto may proceed as soon as possible with its responsibilities hereunder.

Section 4.14. Lobbying. Restrictions on using federal funds for lobbying are governed by the Office of Management and Budget (OMB) 2 CFR Part 225, Attachment B, Section 24.

Section 4.16. Public Entity Crime. Pursuant to Section 287.133(3)(a), F.S., the following is applicable to contracts the MPO enters into in connection with this Agreement. Section 287.133(2)(a), F.S., states:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section. 287.017, F.S., for “Category Two” for a period of 36 months following the date of being placed on the convicted vendor list.

Section 4.17. Discriminatory Vendor List. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 4.18. Previous Agreement Superseded. Upon execution by both parties, this Agreement shall supersede the Transportation Planning Funds Joint Participation Agreement between the Broward MPO and the Department dated February 12, 2009.

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

Signed, Sealed and Delivered in the presence of:

MPO

Florida Department of Transportation

Broward MPO

MPO Name

Greg Stuart

Signatory (Printed or Typed)

Signature

Gerry O'Reilly

Department of Transportation

Signature

Executive Director

Title

Kathy Singer

Witness

Signature

Director of Transportation Development

Title

Lisa W. Maack

Witness

Signature

Legal Review

Department of Transportation

This page intentionally left blank.

EXHIBIT 1

Federal Agency: **Federal Highway Administration, United States Department of Transportation**

Catalog of Federal Domestic Assistance #: **20.205 Highway Planning and Construction**

Amount: FY 13/14: \$1,980,218

FY 14/15: \$1,851,647 (includes \$500,000 SU Funds)

FY 15/16: _____

FY 16/17 _____

FY 17/18 _____

Authorization: Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, 23 USC §§101 *et seq.*, as amended.

Compliance Requirements:

1. Title 23 USC §104(f) sets aside metropolitan planning funds (PL funds) for metropolitan planning organizations (MPOs) to carry out the transportation planning provisions of 23 USC §134 and 49 USC §5303.
2. Title 23 USC §134, 49 USC §5303, and 23 CFR §450 requires in general that an MPO plan for the transportation needs of its area in a manner that is continuing, cooperative, and comprehensive. In particular, it requires the MPO to develop specific plans and programs such as a long range transportation plan, a transportation improvement program, and a unified planning work program.
3. In addition to the broad provisions of Title 23 USC §104, Title 23 USC §134, 49 USC §5303 and 49 USC §5307, eligible uses of PL funds are governed by OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).
4. Federal funds can be used only to reimburse costs that are:
 - (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under Title 23 USC §108;
 - (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E);
 - (c) allocable to a specific project; and
 - (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR §§1.9, 630.106, and 630.205).
5. Costs incurred by the MPO for planning and research work are subject to prior approval from FHWA.

6. The Department provides the local match of PL funds through toll credit revenues.

EXHIBIT 1

Federal Agency: **Federal Highway Administration, United States Department of Transportation**

Catalog of Federal Domestic Assistance #: **20.205 Highway Planning and Construction**

Amount: FY 13/14: \$1,980,218

FY 14/15: \$1,851,647 (includes \$500,000 SU Funds)

FY 15/16: _____

FY 16/17 _____

FY 17/18 _____

Authorization: Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, 23 USC §§101 *et seq.*, as amended.

Compliance Requirements:

1. Title 23 USC §104(f) sets aside metropolitan planning funds (PL funds) for metropolitan planning organizations (MPOs) to carry out the transportation planning provisions of 23 USC §134 and 49 USC §5303.
2. Title 23 USC §134, 49 USC §5303, and 23 CFR §450 requires in general that an MPO plan for the transportation needs of its area in a manner that is continuing, cooperative, and comprehensive. In particular, it requires the MPO to develop specific plans and programs such as a long range transportation plan, a transportation improvement program, and a unified planning work program.
3. In addition to the broad provisions of Title 23 USC §104, Title 23 USC §134, 49 USC §5303 and 49 USC §5307, eligible uses of PL funds are governed by OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).
4. Federal funds can be used only to reimburse costs that are:
 - (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under Title 23 USC §108;
 - (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E);
 - (c) allocable to a specific project; and
 - (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR §§1.9, 630.106, and 630.205).
5. Costs incurred by the MPO for planning and research work are subject to prior approval from FHWA.

6. The Department provides the local match of PL funds through toll credit revenues.