AGENDA

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE – CLERK

III. ROLL CALL – CLERK

IV. APPROVAL OF MEETING MINUTES- (Public Hearing and Regular Meetings) MAY 30, 2019 ☑

V. ACTION ITEMS
   A. LCB Bylaws Review ☑
   B. PCPT Coordination/Operator Contracts
       1. Gulf Coast Jewish Family and Community Services ☑
       2. A.F.I.R.E. ☑

VI. OTHER BUSINESS
   A. Monitoring Results
   B. TD Innovation and Service Development Grant ☑
   C. Trip and Equipment Grant ☑

VII. STAFF ANNOUNCEMENTS

VIII. BOARD ANNOUNCEMENTS
IX. PUBLIC COMMENT

Citizen comments to the MPO are invited (three minute per speaker please).

X. ADJOURNMENT

*In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. It is a priority for the MPO that all citizens of Pasco County are given the opportunity to participate in the transportation planning process including low-income individuals, the elderly persons with disabilities, and persons with limited English proficiency. You may contact the MPO's Title VI Specialist at (727) 847-8140 if you have any discrimination complaints*. 
CALL TO ORDER

LCB Board Chairman calls the meeting to order.

ATTACHMENTS:

None

ACTION:

Call to order
LCB AGENDA ITEM II

INVOCATION AND PLEDGE OF ALLEGIANCE – CLERK

The LCB Board is lead in the invocation and pledge of allegiance by the Clerk.

ATTACHMENTS:

None

ACTION:

The clerk leads in the invocation and pledge of allegiance
LCB AGENDA ITEM III

ROLL CALL – CLERK

LCB Board attendance is done by roll call of members.

ATTACHMENTS:
None

ACTION:
The clerk conducts the roll call
LCB AGENDA ITEM IV

APPROVAL OF MINUTES

Summary Minutes from the LCB Board meetings (Public Hearing and Regular) held on May 30, 2019 as prepared by Clerk's Office staff is included.

ATTACHMENTS:

1- LCB Board Minutes- Meetings of May 30, 2019

ACTION:

Approval of LCB Board Minutes
TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

PUBLIC HEARING

ANNOTATED MINUTES

MAY 30, 2019

PREPARED IN THE OFFICE OF PAULA S. O’NEIL, CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER AS PUBLISHED AND NOT IN THE ORDER IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE BOARD ROOM 2ND FLOOR 37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Local Coordinating Board (LCB)

Voting Members

Ron Oakley, Chairman
Dave Newell
Michael Mahoney - ABSENT
Robert Borsky – ABSENT
Kathryn Saksefski - Rep. by: Lindsay Braun
Donald Stout
Miranda Maldonado – ABSENT
Dianne Elrod
Mike Napier, Vice Chairman
Joe DiDomenico – Rep. by: Jody Armstrong
Rebecca Wilkinson-Shields - ABSENT
Jason Martino – Rep. by: Sue Samson
Sherri Cook – ABSENT
Penelope Barnard
Jose Mendoza
Debbie Malone

Staff Members

Manny Lajmiri, Senior Planner
John Villeneuve, Transportation Planning Manager, MPO Director
Kurt Scheible, PCPT Director

I. CALL TO ORDER

Chairman Oakley called the meeting to order at 9:59 a.m.
II. INVOCATION AND PLEDGE OF ALLEGIANCE – CLERK

Ms. Katie McCormick, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

III. ROLL CALL – CLERK

Ms. McCormick called the roll. All members were present with the exception of Mr. Dave Newell, Mr. Micheal Manhoney, Mr. Robert Borskey, Ms. Rebecca Wilkinson-Shields, Ms. Sherri Cook, and Ms. Miranda Maldonado who were absent. Mr. Joe DiDomenico was represented by Ms. Jody Armstrong, Ms. Kathryn Saksefski was represented by Ms. Lindsay Braun, and Mr. Jason Martino was represented by Ms. Sue Samson. Ms. Dianne Elrod and Ms. Debbie Malone arrived to the meeting at 10:12 a.m. and Mr. Dave Newell arrived to the meeting at 10:30 a.m.

IV. PUBLIC HEARING

A. Public Hearing- Public views on the Transportation Disadvantaged Coordinated System in Pasco County. This Hearing will precede the Regularly Scheduled Meeting.

There was none.

V. ADJOURNMENT

The meeting adjourned at 10:01 a.m.
TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

ANNOTATED MINUTES

MAY 30, 2019

PREPARED IN THE OFFICE OF
PAULA S. O’NEIL, CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE BOARD ROOM 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Local Coordinating Board (LCB)

Voting Members

Ron Oakley, Chairman
Dave Newell
Michael Mahoney- ABSENT
Robert Borsky – ABSENT
Kathryn Saksefski -
    Rep. by: Lindsay Braun
Donald Stout
Miranda Maldonado – ABSENT
Dianne Elrod

Mike Napier, Vice Chairman
Joe DiDomenico –
    Rep. by: Jody Armstrong
Rebecca Wilkinson-Shields - ABSENT
Jason Martino – Rep. by: Sue Samson
Sherri Cook – ABSENT
Penelope Barnard
Jose Mendoza
Debbie Malone

Staff Members

Manny Lajmiri, Senior Planner
John Villeneuve, Transportation Planning Manager, MPO Director
Kurt Scheible, PCPT Director

I. CALL TO ORDER

Chairman Oakley called the meeting to order at 10:01 a.m.
II. INVOCATION AND PLEDGE OF ALLEGIANCE – CLERK

Ms. Katie McCormick, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

III. ROLL CALL– CLERK

Ms. McCormick called the roll. All members were present with the exception of Mr. Dave Newell, Mr. Micheal Manhoney, Mr. Robert Borskey, Ms. Rebecca Wilkinson-Shields, Ms. Sherri Cook, and Ms. Miranda Maldonado who were absent. Mr. Joe DiDomenico was represented by Ms. Jody Armstrong, Ms. Kathryn Saksefski was represented by Ms. Lindsay Braun, and Mr. Jason Martino was represented by Ms. Sue Samson. Ms. Dianne Elrod and Ms. Debbie Malone arrived to the meeting at 10:12 a.m. and Mr. Dave Newell arrived to the meeting at 10:30 a.m.

IV. APPROVAL OF MEETING MINUTES – February 28, 2019

The Board approved the February 28, 2019 meeting minutes.

V. ACTION ITEMS

A. Amendment to the TDSP- Rate Model

Mr. Scheible reviewed the item. Key points included the large turnover of personnel, the approved rate model, the decrease in funds per mile received, becoming more efficient, and providing more trips.

Mr. Lajmiri distributed a revision to the memorandum.

Discussion followed regarding a calculation error; the July 9, 2019 BCC meeting; using external services; the new bus maintenance facility; the rate model; the Transportation Development Service Plan (TDSP); the average passenger trip length; surrounding counties average trip lengths; the internal costs; rural and suburban areas; bedroom communities; Pasco County’s ranking as 56th in the nation for growth in 2015-2016; the new census report; and the increase in building permit applications in Pasco.

MS. DIANNE ELROD AND MS. DEBBIE MALONE ARRIVED TO THE MEETING AT 10:12 A.M.

The Board approved the item per Staff’s recommendation.
VI. OTHER BUSINESS

A. Monitoring Results

Mr. Scheible spoke regarding a recent inspection, a survey, Flying Colors, AOR procedures, tracking of trips, and monitoring.

VII. STAFF ANNOUNCEMENTS

Mr. Scheible spoke regarding the McKendree Maintenance Facility, the September 9, 2019 opening date, FTA funding, the Federal Funding Review, the TDSP, Connected Cities, changes made to the AOR by the CTD, the Tri-Annual Review by the FTA, improvements to the new Intelligent Transportation System, the fatal stabbing of a HART bus driver, safety training for the drivers, human trafficking training, new busses, and new cameras on the buses.

Discussion followed regarding extra accommodations at the new facility; employee turnovers; the new Administrative Services Manager; the changes made to AOR by the CTD; human trafficking awareness and training; the Safe Places Program; domestic violence; bus announcements; bus driver training; alternative methods of transportation; a proposal to utilize local cab companies for smaller trips; the no smoking rule on buses; ADA rules; the ITS System; operation costs; grant programs; a proposal for volunteers to receive reduced bus fares; budget concerns; the reduction of complaints received; free trips amounting to $13,000 per year; fixed routes versus paratransit; the letters of acceptance and policies for paratransit; a meeting to be scheduled at a later date between Staff and TDLCB Board members who used paratransit; the new manufacturer in Lacoochee that would increase transportation needs; the “mini Comprehensive Operation Analysis” for the eastside of the County; the placards on buses; public service announcement posters on the buses; the SHINE program; the possibility of FDOT funding for Inter-County trips; Inter-County paratransit trips; and the increase in the demand for trips from County to County.

VIII. BOARD ANNOUNCEMENTS

Mr. Napier stated there was misinformation released and clarified that there were currently no cases of measles in Pasco County.

IX. PUBLIC COMMENT

There was none.
X. **ADJOURNMENT**

The meeting adjourned at 11:05 a.m.
ACTION ITEMS

B. LCB Bylaws Review

The Florida Statutes (Chapter 427), Florida Administrative Code (Rule 41-2) and the Commission for Transportation Disadvantaged (CTD) require that the LCB Bylaws be reviewed/Updated annually. The staff has conducted a review of the Bylaws and recommends no changes at this time.

ATTACHMENTS:

1. 2019 Pasco County Transportation Disadvantaged Local Coordinating Board Bylaws

ACTION

Staff recommends that the LCB approve the Bylaws as presented.
BYLAWS

OF THE

PASCO COUNTY

Transportation Disadvantaged
Local Coordinating Board

August 2019
BYLAWS OF THE PASCO COUNTY
TRANSPORTATION DISADVANTAGED
LOCAL COORDINATING BOARD

Article I: Preamble

Section 1: Preamble. The following sets forth the bylaws, which shall serve to guide the proper functioning of the coordination of transportation disadvantaged through the Pasco County Transportation Disadvantaged (TD) Local Coordinating Board (LCB). The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes (FS); Rule 41-2, Florida Administrative Code (FAC); and subsequent laws setting forth requirements for the coordination of transportation services to the TD.

Article II: Name and Purpose

Section 1: Name. The name of the coordinating board shall be the Pasco County TDLCB, hereinafter referred to as the Board.

Section 2: Purpose. The primary purpose of the Board is to identify local service needs and provide information, advice, and direction to the Community Transportation Coordinator (CTC) on the coordination of services to be provided to the TD pursuant to Chapter 427.0157, FS.

Article III: Membership, Appointment, Term of Office, and Termination of Membership

Section 1: Voting Members. In accordance with Chapter 427.0157, FS, the designated official planning agency for Pasco County, which is the Pasco County Metropolitan Planning Organization (MPO), shall appoint all members of the Board.

The following agencies or groups shall be represented on the Board as voting members:

1. One local elected official, who will serve as Chairperson.

2. A local representative of the Florida Department of Transportation.

3. A local representative of the Florida Department of Children and Families.

4. A local representative of the Public Education Community, which could include, but not be limited to, a representative of the District School Board, School Board Transportation Office or Headstart Program in areas where the School District is responsible.

5. In areas where they exist, a local representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services, representing the Department of Education.
6. A person recommended by the local Veterans Service Office representing the veterans of the County.

7. A person who is recognized by the Florida Association for Community Action (President), representing the economically disadvantaged in the County.

8. A person over sixty representing the elderly in the County.

9. A person with a disability representing the disabled in the County.

10. Two citizen advocate representatives in the County; one who must be a person who uses the transportation service(s) of the system as their primary means of transportation.

11. A local representative for children at risk.

12. In areas where they exist, the Chairperson or designee of the local Mass Transit or Public Transit System’s Board, except in cases where they are also the CTC.

13. A local representative of the Florida Department of Elder Affairs.

14. An experienced representative of the local private for profit transportation industry. In areas where such representative is not available, a local private nonprofit representative will be appointed, except where said representative is also the CTC.

15. A local representative of the Florida Agency for Health Care Administration.


17. A representative of the local medical community, which may include, but not be limited to, kidney dialysis centers, long term care facilities, assisted living facilities, hospitals, local health department or other home and community based services, etc.

Section 2: Alternate Members. Each member of the Board may name one alternate in writing who may vote only in absence of that member on a one-vote-per-member basis.

Section 3: Nonvoting Members. Additional nonvoting members may be appointed by the MPO.

Section 4: Terms of Appointments. Except for the Chairperson and State agency representatives, the members of the Board shall be appointed for three-year staggered terms with initial membership being appointed equally for one, two, and three years. The Chairperson shall serve until elected term of office has expired or otherwise replaced by the MPO. Appointments to the Board for nonagency positions will be chosen utilizing the following procedures: The position vacancy will be advertised in such a manner as to
generate the greatest response from potential candidates. The Chairperson of the Board will appoint a selection sub-committee. The subcommittee will then review all applicants and make their recommendations to the MPO Board. The MPO Board will then vote on the recommendations for appointment of the new member(s).

Section 5: Termination of Membership. Any member of the Board may resign at any time by notice in writing to the Chairperson. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Chairperson.

Section 6: Membership Attendance. Each member of the Board is expected to demonstrate his/her interest in the Board’s activities through attendance of the scheduled meetings, except for reasons of an unavoidable nature. In each instance of an avoidable absence, the absent member should ensure that his/her alternate attends. Should a Board member miss two consecutive meetings, an attendance reminder letter will be sent to that member. The letter is to remind each member of attendance requirements and requests that the member notify the Board of his/her intention to remain on the LCB. Based on this response, appropriate action may be taken by the Board.

Article IV: Officers and Duties

Section 1: Number. The officers of the Board shall be a Chairperson and a Vice-Chairperson.

Section 2: Chairperson. The MPO shall appoint one of its members, who are an elected official, to serve as the official Chairperson for all Board meetings. The Chairperson shall preside at all meetings, and in the event of his/her absence or at his/her direction, the Vice-Chairperson shall assume the powers and duties of the Chairperson. The Chairperson shall serve until elected term of office has expired or otherwise replaced by the MPO. If the Chairperson and Vice-Chairperson are absent at the same time, the body shall appoint a member to act as chair in their absence during that meeting.

Section 3: Vice-Chairperson. The Board shall nominate and elect a Vice-Chairperson at one of the regular meetings each year. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board present and voting at the meeting. The Vice-Chairperson shall serve a term of one-year starting with the next meeting.

Article V: Board Meetings

Section 1: Regular Meetings. The Board shall meet as often as necessary in order to meet its responsibilities. However, as required by Chapter 427.0157, FS, the Board shall meet at least quarterly.

Section 2: Notice of Meetings.
Full Meeting Notices
All LCB meetings, public workshops/meetings, committee meetings, etc. shall be advertised at a minimum in the largest general circulation newspaper in the area prior to the meeting. Meeting notice shall include date, time, and location, general nature/subject of the meeting, and a contact person and number to call for additional information and request accessible formats. The Planning Agency staff shall provide the agenda and meeting package to the Commission, LCB members and all other interested parties prior to the meeting. Special consideration to the advance delivery time of certain technical or detailed documents such as the TDSP shall be given for additional review time. The agenda shall include a public participation opportunity.

Emergency Meeting Notices and Committee Meeting Notices

Planning Agency staff shall give the Commission, LCB members and all interested parties one week notice, if possible, of the date, time, location and proposed agenda for the LCB committee meetings and emergency meetings. Meeting materials shall be advertised at a minimum, in the largest general circulation newspaper in the area as soon as possible prior to the meeting.

Section 3: Quorum. At all meetings of the Board, the presence in person of a majority of the voting members (50%+1) of filled positions shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 4: Voting. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these Bylaws, shall be decided by the vote of a majority of the members of the Board present.

Section 5: Parliamentary Procedures. The Board will conduct business using parliamentary procedures according to Robert’s Rules of Order, except when in conflict with these Bylaws.

Section 6: Minutes. The Clerk of the Circuit Court, Board of Records, shall maintain an official set of minutes for each Board meeting. The minutes shall include an attendance roster and reflect official actions taken by the Board. Copies of all Board minutes shall be sent to the Commission for the Transportation Disadvantaged (CTD) office and the Chairperson of the MPO.

Article VI: Staff

Section 1: General. The MPO shall provide the Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157, FS. These responsibilities include providing sufficient staff to manage and oversee the operations of the Board and assist in the scheduling of meetings, preparing meeting agenda packets, working with the CTC to update and/or develop the local Transportation Disadvantaged Service Plan (TDSP); training board members and other necessary administrative duties as required by the Board within the limits of the resources available.
Article VII: Board Duties

Section 1: Board Duties. The Board shall perform the following duties as specified in Chapter 427.0157, FS.

1. Review and approve the Transportation Disadvantaged Service Plan, including the Memorandum of Agreement, prior to submittal to the Commission.

2. Annually, provide the MPO Board with an evaluation of the CTC’s performance in general and relative to insurance, Safety requirements and standards outlined in the approved TDSP. The LCB shall establish a subcommittee to be responsible for accomplishing the evaluation annually. The subcommittee should include the Planning Agency (MPO) and 1 or 2 members of the LCB. The subcommittee would be responsible for completing the workbook, on site visits, ride along and surveys.

3. Appoint a Grievance Committee to serve as a mediator to hear and investigate grievances, from agencies, users, transportation operators, potential users of the system, and the CTCs in the designated service area, and make recommendations for the local Coordinating Board or to the Commission, when local resolution cannot be found, for improvement of service. The LCB shall establish a process and procedure to provide regular opportunities for issues to be brought before such committee and to address them in a timely manner in accordance with the Commission’s Local Grievance Guidelines.

4. Annually hold at a minimum, one Public Meeting/Workshop for the purpose of receiving input regarding unmet needs or any other areas that relate to the local transportation services. The public meeting/workshop will be held at a place and time that is convenient and accessible to the general public. In order that additional funding is not used or needed to accommodate this requirement, it is recommended that the public meeting/workshop be held in conjunction with a regular business meeting of the Coordinating Board (immediately following or prior to the LCB meeting).

5. In cooperation with the CTC, review and provide recommendations to the CTD on funding applications affecting the TD.

6. Assist the CTC in establishing priorities with regard to the recipients of nonsponsored TD services that are purchased with TD Trust Fund monies.
7. Review the coordination strategies of service provision to the TD in the designated service area.

8. Evaluate multi-county or regional transportation opportunities.

9. Work cooperatively with local Welfare Transition Program (WTP) coalitions established in Chapter 445, FS, to provide assistance in the development of innovative transportation services for WTP participants.

**Article VIII: Subcommittees**

**Section 1: Subcommittees.** As necessary, the Chairman shall designate subcommittees to investigate and report on specific subject areas of interest to the Board and to deal with administrative and legislative procedures.

A Grievance Subcommittee shall be established to serve as a mediator to process and investigate complaints from agencies, users, potential users of the system and the CTC in the designated service area, and make recommendations to the Board for improvement of service.

**Article IX: Communication with Other Agencies and Entities**

**Section 1: General.** The MPO authorizes the Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2, FAC.

**Article X: Certification**

The undersigned hereby certifies that he/she is the Chairperson of the Pasco County TDLCB and that the foregoing is a full, true, and correct copy of the Bylaws of this Board as adopted by the Pasco County TDLCB on August 29, 2019.

__________________________________
Commissioner Ron Oakley, LCB Chair
LCB AGENDA ITEM V. B.

ACTION ITEMS

B. PCPT Coordination/Operator Contracts

The Commission for Transportation Disadvantaged (CTD) requires that coordination contracts be reviewed and approved by the LCB. The staff has conducted a review of two of the Coordination Contracts and recommends approval.

ATTACHMENTS:

1- Gulf Coast Jewish Family and Community Services
2- A.F.I.R.E.

ACTION

Staff recommends that the LCB approve the two Coordination Contracts.
OTHER BUSINESS

A. Monitoring Results

Pasco County Public Transportation (PCPT) representing the Pasco County Board of County Commissioners as the Community Transportation Coordinator (CTC) is responsible for the coordination of TD services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.

To help accomplish this goal, the CTC contracts with local not-for-profit agencies and private-for-profit operators to provide TD services. As a part of the contract agreement, these agencies/operators are required to meet a number of safety and administrative requirements. To help ensure that these requirements are met, an annual monitoring of the agencies/operators is conducted to assess their compliance and to provide training and guidance as needed. Upon receipt of a follow-up letter from PCPT, agencies/operators must correct any deficiencies within sixty (60) days. This may be accomplished by letter with proof of corrective measures taken or a follow-up re-inspection.

The Pasco County Public Transportation (PCPT) will present a report on monitoring results that reflect administrative and safety compliance of the agencies/operators.

ATTACHMENTS:

None

ACTION

This is for informational purpose.
OTHER BUSINESS

B. TD Innovation and Service Development Grant

This funding awards competitive grants to community transportation coordinators (CTCs) and transportation network companies (TNCs) for the purposes of providing cost-effective, door-to-door, on-demand and scheduled transportation services that:

1. Increase a transportation disadvantaged person’s access to and departure from job training, employment, health care, and other life-sustaining services;
2. Enhance regional connectivity and cross-county mobility; or,
3. Reduce the difficulty in connecting transportation disadvantaged persons to a transportation hub and from the hub to their final destination.

PCPT submitted a grant application to provide inter-county service to the USF Activity Center and the Downtown Tampa Activity Center. Grant application is attached.

ATTACHMENTS:

1. Innovation and Service Development Grant 2019

ACTION

This is for informational purpose.
Innovation and Service Development Grant Program Manual
Form Rev. June 6, 2019

Transportation Disadvantaged
Innovation and Service Development Grant

APPLICATION

<table>
<thead>
<tr>
<th>Legal Name of Applicant</th>
<th>Pasco County Board of County Commissioners/Pasco County Public Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer Identification Number</td>
<td>59-6000793</td>
</tr>
<tr>
<td>Registered Address</td>
<td>8731 Citizens Drive</td>
</tr>
<tr>
<td>City and State</td>
<td>New Port Richey</td>
</tr>
<tr>
<td>Contact Person for this Grant</td>
<td>William Morris</td>
</tr>
<tr>
<td>E-Mail Address [Required]</td>
<td><a href="mailto:wmorris@ridepcpt.com">wmorris@ridepcpt.com</a></td>
</tr>
<tr>
<td>Applicant Organization Type</td>
<td>X CTC</td>
</tr>
<tr>
<td>Project Location [County(ies)]</td>
<td>Pasco County, Florida</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Project Funding Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Funding Amount [90%]</td>
</tr>
<tr>
<td>Local Match [10%]</td>
</tr>
<tr>
<td>Total Proposed Project Amount</td>
</tr>
</tbody>
</table>

As the authorized Grant Recipient Representative, I hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

Signature of Grant Recipient Representative

Date

*Total Proposed Project Amount.” Once each line item is complete above, right click on the “0” and select the “update field” option from the dropdown box. This will automatically calculate the Total Proposed Project Amount.
Project Description:

Pasco County, Florida is one of four counties in the Tampa Bay region along with Hillsborough and Pinellas Counties to the south and Hernando County to the north. With an estimated 2019 population of right at 525,000 residents, Pasco County residents comprise 13.5% of the region’s population. As one of the fastest growing counties in the U.S., Pasco County if often referred to as a bedroom community, and the data substantiates that designation with over 127,000 daily commuters traveling to Hillsborough, Pinellas and Hernando counties, with an inflow of 70,000 daily commuters. Pasco County Public Transportation (PCPT) has connections to all three transit systems in the surrounding counties including Hernando County’s The Bus Purple route at the Emerald Boulevard Transfer Center, PSTA’s routes 19 and 66 at the Sponge Docks and Tarpon Springs, and HART’s Route 275LX at the Florida Hospital park-and-ride and the Route 20X at County Line Road and U.S. 41. Primary population centers within Pasco County include New Port Richey and Port Richey on the west side of the county and Dade City and Zephyrhills in the eastern portion of the County.

Pasco County Board of County Commissioners currently provides a county transportation system program through PCPT. PCPT provides transportation via its Fixed Route and Demand-Response (Paratransit) service. Our Fixed Route system currently operates 11 routes throughout the County. The service operates from Monday through Saturday from 5:30 AM to 11:00 PM. Our Paratransit service is an alternative method of transportation for people who cannot ride our Fixed Route due to a disability, economic circumstance, age, environmental barrier, or distance from a fixed bus route.

As designed, this grant application would address the funding objectives of increasing transportation disadvantaged persons’ access to and departure from job training, employment, health care and other life-sustaining services as well as enhance regional connectivity and cross-county mobility.

Regional Mobility

The Tampa Bay area is expanding, and it has been expanding since 1990. Since the 1990 Census, the population increased by 51% in the six county area comprised of Hillsborough, Pinellas, Pasco, Hernando, Manatee and Sarasota
counties, as illustrated in the table below. The population of Pasco County alone grew by 87% over the same time period.

<table>
<thead>
<tr>
<th>County</th>
<th>County Population 1990</th>
<th>Estimated County Population 2019</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco</td>
<td>281,131</td>
<td>525,021</td>
<td>86.8%</td>
</tr>
<tr>
<td>Manatee</td>
<td>213,179</td>
<td>385,450</td>
<td>80.8%</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>835,937</td>
<td>1,410,115</td>
<td>68.7%</td>
</tr>
<tr>
<td>Hernando</td>
<td>102,705</td>
<td>170,950</td>
<td>66.4%</td>
</tr>
<tr>
<td>Sarasota</td>
<td>279,317</td>
<td>419,689</td>
<td>50.3%</td>
</tr>
<tr>
<td>Pinellas</td>
<td>855,149</td>
<td>969,305</td>
<td>13.3%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,567,418</strong></td>
<td><strong>3,880,530</strong></td>
<td><strong>51.1%</strong></td>
</tr>
</tbody>
</table>

Of course Pasco County has medical facilities, but nothing on the scale of the James A. Haley VA Hospital, the Moffitt Cancer Center, Shriners Hospital, Florida Hospital and Tampa General Hospital. And, as mentioned earlier, Pasco has an outflow of 127,000 daily commuters with an inflow of just 70,000. Travel demand throughout the region has increased with the population, and yet there are limited attempts to address the mobility needs of the region.

PCPT proposes to purchase three cutaway Ford vans to operate between origins in Pasco County to the USF Activity Center, the Downtown Tampa Activity Center, and the Westshore Activity Center. Two of the three provide significant health care resources and all three provide significant employment opportunities as part of the overall regional economy.

Health care and employment are as follows:

**USF Activity Center**

The USF Activity Center contains medical facilities including the VA Hospital, Advent Health (formerly Florida Hospital), the Moffitt Cancer Center, and Shriners Hospital. The primary employment centers are USF and University Mall. USF currently has more than 12,000 employees and more than 50,000 students. As PCPT staff has thought it through with technical assistance from the staff of the Commission for the Transportation Disadvantaged, there would be three primary stops in the activity center: James A. Haley VA Hospital, Moffitt Cancer Center and the Marshall Center in the center of campus. Three of the four Bull Runner routes serve the Marshall Center, making the rest of campus either within walking distance or transit distance. The Bull Runner is the campus bus service operated by USF Parking and Transportation Services. PCPT may entertain a partnership with a ridesharing
service in the future, but only if staffing levels become sufficient to engage in the contract monitoring and reporting that comes with this type of partnership. The James A. Haley Hospital is required to arrange transportation for veterans who meet eligibility criteria, but the providers are not always the most reliable. PCPT plans to register to become a provider for the VA service, which may cover the cost of the 10% local match.

The Downtown Activity Center includes the Central Business District and the Port of Tampa for employment and Tampa General Hospital on Davis Island for medical care. It is anticipated that there would be two stops: one at Tampa General Hospital on Davis Island and one at the base of the TECO Street Car station.
Westshore Activity Center

The Westshore Activity Center has the business district of Westshore and International Plaza for employment.
Routing
Conceptually, The USF Activity Center vehicle would conduct pick-ups in Pasco County and then travel east on 54 to Wiregrass and the HART transfer point, and then down Bruce B. Downs Boulevard to the USF area.

**Conceptual Routing of the USF Activity Center Vehicle**

The Westshore and Downtown area would conduct pick-ups in Pasco County and travel south to SR 54 and south on the Veterans Expressway to then exit at Westshore and then continue to Downtown Tampa.

**Conceptual Routing of the Westshore/Downtown Activity Centers Vehicle**
Service Parameters

As designed, there would be three daily round trips as follows:

<table>
<thead>
<tr>
<th>Pick Ups in Pasco County (90 minutes)</th>
<th>Travel Time to Downtown or USF (75 minutes)</th>
<th>Drop Offs In Downtown or USF (60 minutes)</th>
<th>Travel Time Back to Pasco (75 minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5:30am to 7:00am</td>
<td>7:00am to 8:15am</td>
<td>8:15am to 9:15am</td>
<td>9:15am to 10:30am</td>
</tr>
<tr>
<td>10:30am to 12:00 noon</td>
<td>12:00 noon to 1:15pm</td>
<td>1:15pm to 2:15pm</td>
<td>2:15pm to 3:30</td>
</tr>
<tr>
<td>3:30pm to 5:00pm</td>
<td>5:00pm to 6:15pm</td>
<td>6:15pm to 7:15pm</td>
<td>7:15pm to 8:30</td>
</tr>
</tbody>
</table>

Generally, PCPT does not travel outside of Pasco County with existing funding sources. Therefore, this would be an enhancement in terms of offering our residents and customers expanded mobility opportunities to seek health care or hold jobs in Hillsborough County. The fare for service will be $5.00 per one way trip.

Eligibility

PCPT has a standard paratransit application that all persons seeking service are required to complete, or complete with assistance. Questions are asked about household composition, household income, personal income, vehicle ownership, drivers licensure, family and friends available to provide assistance, fixed-route bus usage, special needs, and disability. From there, eligibility is determined for ADA complementary paratransit, TD service, or Title III-B Service under the Older Americans Act.

Timeline

Notice of Grant Award: October 2019
Procurement of Vehicles: November 2019 (PCPT responsible)
Project Start Date: December 2019
Project End Date: June 30, 2020
**Budget**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$295,085</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$124,134</td>
</tr>
<tr>
<td>Marketing</td>
<td>$30,000</td>
</tr>
<tr>
<td>Indirect/Unexpected Costs</td>
<td>$100,000</td>
</tr>
<tr>
<td>Fuel</td>
<td>$24,915</td>
</tr>
<tr>
<td>Maintainence 3 Transit Vans</td>
<td>$63,800</td>
</tr>
<tr>
<td></td>
<td>$637,934</td>
</tr>
<tr>
<td>Local Match</td>
<td>$70,882</td>
</tr>
<tr>
<td></td>
<td>$708,816</td>
</tr>
</tbody>
</table>

PCPT anticipates hiring four regular operators and one standby operator, as well as a supervisor and dispatcher. Upon notice of grant award, PCPT will immediately begin the process of acquiring the vehicles.

**Project Performance Measures**

Performance measures are a measurement of results demonstrating the project’s effectiveness in meeting its objectives. PCPT proposes the following performance measures:

Goal 1: Increase new riders and/or trips to access health care and employment.

Performance measure: number of new or existing TD eligible riders that accessed the service for trips to Hillsborough County destinations.

Goal 2: 95% of trips requested will be provided from origins in Pasco County to the destinations of the USF Activity Center, the Downtown Tampa Activity Center and the Westshore Activity Center.

Performance measure: number of trips that met or exceeded proposed project goal compared to total number of trips provided for the project.

Goal 3: 90% of clients surveyed were pleased with service and gave a satisfactory or above rating.

Performance measure: Customers will be surveyed informally on a quarterly basis with one formal annual on-board survey.
STANDARD ASSURANCES

The recipient hereby assures and certifies that:

The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

The recipient must be authorized to do business in the State of Florida, in accordance with sections 607.1501, 607.501 and 620.9102, Florida Statutes. Such authorization shall be obtained prior to the execution of the grant. For authorization, contact: Florida Department of State, Tallahassee, Florida 32399, (850) 245-6051

The recipient is aware that the Innovation and Service Development Grant is a fixed rate grant. Services must be provided before payment can be requested. Payment requests will be processed upon receipt of a properly completed invoice with supporting documentation.

The recipient is aware that the approved project must be complete by June 30, 2020, which means services must be provided by that date or reimbursement will not be approved.

Innovation and Service Development Grant funds will not be used to supplant or replace existing federal, state, or local government funds.

The recipient understands that an approved written eligibility application and eligibility support documentation is required and is to be maintained for each rider who receives transportation funded through this grant. Such documentation shall be made available upon request by CTD staff or its designee.

This certification is valid for no longer than the agreement period for which the grant application is filed.

Signature: ___________________________ Date: _____
Name: Dan Biles
Title: County Administrator
SAMPLE
AUTHORIZING RESOLUTION
(ON APPLICANT LETTERHEAD)

A RESOLUTION of the ________________ (Applicant), hereinafter BOARD, hereby authorizes the filing of an Innovation and Service Development Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file this Grant Application and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to file this grant application.

2. The BOARD authorizes ________ to file and execute the application on behalf of the ________ with the Florida Commission for the Transportation Disadvantaged.

3. The BOARD’s Registered Agent in Florida is ________________________
The Registered Agent’s address is: ________________________________

4. The BOARD authorizes __________ to sign any and all agreements or contracts which are required in connection with the application.

5. The BOARD authorizes __________ to sign any and all assurances, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

DULY PASSED AND ADOPTED THIS _______ DAY OF_________, 2019

BOARD OF _____________________

________________________
Typed name of Chairperson

________________________
Signature of Chairperson

ATTEST:

Signature____________________________
OTHER BUSINESS

C. PASCO TRIP and Equipment Grant Agreement

Each year, PCPT receives the Trip and Equipment Grant from the TD Trust Fund administered by the Commission for the Transportation Disadvantaged. This year’s grant, covering the period 7/1/2019 to 6/30/2020, is in the amount of $802,547. This grant is used to provide paratransit trips and bus passes to those who are eligible under the TD program. The grant award is attached.

ATTACHMENTS:

1- PASCO TRIP and Equipment Grant Agreement

ACTION

This is for informational purpose.
FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ____________, 2019 by and between the
STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant
to Chapter 427, Florida Statutes, hereinafter called the Commission, and Pasco County, a political
subdivision of the State of Florida, 8620 Galen Wilson Boulevard, Port Richey, Florida, 34668,
hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project
hereinafter described, and the Commission has been granted the authority to use Transportation
Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's
transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the
provision of non-sponsored transportation services and other responsibilities identified in Chapter 427,
Florida Statutes, or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide non-sponsored
transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in
accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission
policies, the Fiscal Year 2019-20 Program Manual and Application for the Trip & Equipment Grant as
further described in this Agreement and in Exhibit(s) A, B, and C attached hereto and by this reference
made a part hereof, hereinafter called the Project; and, for the Commission to provide non-sponsored
financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored
financial assistance will be provided and the understandings as to the manner in which the Project will
be undertaken and completed. Funds available through this agreement may be used only for non-
ponsored transportation services and shall be applied only after all other potential funding sources
have been used and eliminated. Grant funds shall not be used to supplant or replace funding of
transportation disadvantaged services which are currently funded to a recipient by any federal, state,
or local governmental agency.

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

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

2.20 **Funds of the Grantee:** The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

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

2.40 **Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2019-20 Program Manual and Application for the Trip & Equipment Grant.

3.00 **Total Project Cost:** The total estimated cost of the Project is $802,547.00. This amount is based upon the amounts summarized in Exhibit “B” and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 **Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $722,292.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 **Eligible Costs:** Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Fiscal Year 2019-20 Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approved written eligibility application for each rider who receives a non-sponsored service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the recipient as part of the rider’s eligibility file. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.
4.20 **Eligible Project Expenditures:** Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission’s cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 **Project Funds:** In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 **Transfer of Funds:** A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 **Use of Vehicles:** The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

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

5.00 **Project Budget and Disbursement Schedule:**

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

5.20 **Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved
schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

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

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.
6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

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

6.60 Audits:

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

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee’s use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.
b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee’s audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee’s resources (i.e., the cost of such an audit must be paid from the Grantee’s resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

- Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us
- State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us
v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

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

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

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

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

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:
6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDInvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission’s Grant Agreement and Invoicing Procedures.

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

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2020.

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

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;
7.22 **Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

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

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

7.25 **Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

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

7.30 **Disallowed Costs:** In determining the amount of the Grantee’s payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

7.40 **Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission’s invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2019-20 Program Manual and Application for the Trip and Equipment Grant is met.

7.50 **Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.
8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

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

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

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

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

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

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

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

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

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

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

10.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.
11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

11.30 Prohibited Interests:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

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

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

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.
12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

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

12.80 Purchased Vehicles or Equipment:

12.81 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee’s interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Section 7.20.

12.83 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission’s Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:
a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission’s Capital Equipment Procedure.

12.84 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission’s request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission’s Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission’s officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee’s sovereign
immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

“To the fullest extent permitted by law, the Grantee’s contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission’s officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee’s sovereign immunity.”

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

15.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2020. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2020.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

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

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

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

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

**20.00 Modification:** This Agreement may not be changed or modified unless authorized in writing by both parties.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

GRANTEE: PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY:__________________________  BY:__________________________

TITLE:________________________  TITLE: Executive Director (Commission Designee)
EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Pasco County, a political subdivision of the State of Florida, 8620 Galen Wilson Boulevard, Port Richey, Florida, 34668.

PROJECT LOCATION: Pasco County(ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2019-20 Program Manual and Application for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives a non-sponsored service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the recipient as part of the rider’s eligibility file. Capital equipment will consist of:

None.

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable.
This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Pasco County, a political subdivision of the State of Florida, 8620 Galen Wilson Boulevard, Port Richey, Florida, 34668.

I. PROJECT COST:
Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2019-20 Program Manual and Application for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit “B”. At times, this may result in “underbilling” or “overbilling”. Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2020. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

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II. SOURCE OF FUNDS:
Commission for the Transportation Disadvantaged State Funds (no more than 90%) $722,131.00
Local Cash Funds $80,237.00
Voluntary Dollar Contributions $161.00
Monetary Value of In-Kind Match $18.00
**Total Project Cost** $802,547.00

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

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COMMUNITY TRANSPORTATION COORDINATOR: Pasco County, a political subdivision of the State of Florida
EFFECTIVE DATE: _____

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<td>Monthly Bus Pass (Reduced)</td>
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EXHIBIT “C”

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

- **Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation
- **State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT GRANT PROGRAM
- **CSFA Number:** 55.001
- ***Award Amount:** $722,292.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

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

State Project Compliance Requirements for CSFA Number 55.001 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
LCB AGENDA ITEM VII

STAFF ANNOUNCEMENTS

This agenda item allows for an opportunity for staff announcements to the LCB Board before meeting adjournment.

ATTACHMENTS:

None

ACTION:

Staff announcements
LCB AGENDA ITEM VIII

BOARD ANNOUNCEMENTS

This agenda item allows for an opportunity for any Board announcements to the LCB before meeting adjournment.

ATTACHMENTS:

None

ACTION:

Staff announcements
CALL FOR PUBLIC COMMENT

This agenda item allows for an opportunity for citizen comments to the LCB Board before meeting adjournment. Three minutes per speaker please.

ATTACHMENTS:

None

ACTION:

Ask for public comment
ADJOURNMENT

This next LCB meeting will be on December 5, 2019 in Dade City.

ATTACHMENTS:

None

ACTION:

Request for adjournment