

# TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Ocala Citizens Service Center  
201 SE 3<sup>rd</sup> Street, Ocala, FL 34471

**June 21, 2018  
2:00 PM**



## MEETING AGENDA

1. Call to Order and Roll Call
2. Proof of Publication

## ACTION ITEMS

3. Vice-Chair Appointment
4. TDLCB By-Laws Update
5. TD Trip & Equipment Grant
6. FY 2019 Trip Rates

## AGENCY PRESENTATIONS

7. Andrea Melvin – The Center for Independent Living
8. Jeffrey Askew – Marion County Veteran's Service Office

## OTHER ITEMS

9. Approval of Minutes
10. Comments by TDLCB Members

**11. Comments by Community Transportation Coordinator (CTC)**

**12. Comments by TPO Staff**

**13. Public Comment**

**14. Adjournment**

*The next meeting of the TDLCB will be held on **October 18, 2018**.*

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352) 629-8297 forty-eight (48) hours in advance, so arrangements can be made.



**June 13, 2018**

**TO: TDLCB Members**

**FROM: Kenneth Odom, Transportation Planner**

**SUBJECT: UPDATE OF THE TRANSPORTATION DISADVANTAGED LOCAL  
COORDINATING BOARD (TDLCB) BYLAWS**

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It is incumbent upon TPO staff to regularly review and/or amend the TDLCB bylaws to remain concurrent with State of Florida regulations and code as they relate to the operations of the local Community Transportation Coordinator and the Florida CTD. TPO staff have rewritten the TDLCB bylaws and respectfully request the TDLCB Board review and recommend changes or approval to said bylaws.

All elements included in the TDLCB bylaws are pursuant to 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.

Any additional comments and/or suggestions should be submitted to Kenneth Odom at [kodom@ocalaft.org](mailto:kodom@ocalaft.org) or 352-629-8475.

**BYLAWS OF THE  
OCALA/MARION 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 Ocala/Marion 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 Ocala/Mario 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 Ocala/Marion County, which is the Ocala/Marion County Transportation Planning Organization (TPO), 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, Department of Education 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. One citizen advocate representative 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. 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.
12. A local representative of the Florida Department of Elder Affairs.
13. 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.
14. A local representative of the Florida Agency for Health Care Administration.
15. A representative of the Regional Workforce Development Board established in Chapter 445, Florida Statutes.
16. 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 non-voting members may be appointed by the TPO.

**Section 4: Terms of Appointments:** Except for the Chairperson and State agency representatives, the members of the Board shall be appointed for three-year terms. The Chairperson shall serve until being replaced by the TPO. Appointments to the Board for non-agency 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 3 potential candidates. The Chairperson of the Board will appoint a selection subcommittee. The subcommittee will then review all applicants and make their recommendations to the Board. The 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 TPO Director.

**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 TPO 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 replaced by the TPO. 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:** A notice and an agenda shall be sent to all Board members, other interested parties, and the news media within a reasonable amount of time prior to the Board meeting. Such notice shall state the date, time, and place of the meetings.

**Section 3: Quorum:** At all meetings of the Board, the presence in person of a majority of the voting members (50%+1) shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum those present may, without notice other than by announcement at the meeting, recess the meeting from time to time until a quorum shall be present. At any such recessed meeting, any business may be transacted which might have been transacted at the meeting as originally called.

**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 By-laws, 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 TPO.

#### **Article VI: Staff**

**Section 1: General:** The TPO 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, 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. Evaluate services provided in meeting the approved plan.
3. In cooperation with the CTC, review and provide recommendations to the CTD on funding applications affecting the TD.
4. Assist the CTC in establishing priorities with regard to the recipients of non-sponsored TD services that are purchased with TD Trust Fund monies.
5. Review the coordination strategies of service provision to the TD in the designated service area.
6. Evaluate multi-county or regional transportation opportunities.
7. 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 TPO 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.



# Transportation Disadvantaged Trip & Equipment Grant Application Form

<b>Legal Name</b>	Marion Senior Services, Inc. / d/b/a Marion Transit		
<b>Federal Employer Identification Number</b>	23-7362750		
<b>Registered Address</b>	1101 SW 20 <sup>th</sup> Court		
<b>City and State</b>	Ocala, Florida	<b>Zip Code</b>	34471
<b>Contact Person for this Grant</b>	Tom Wilder, Transportation Director	<b>Phone Number Format 111-111-1111</b>	352-620-3519
<b>E-Mail Address [Required]</b>	twilder@marionseniorservices.inc		
<b>Project Location [County(ies)]</b>	Marion County	<b>Proposed Project Start Date</b>	07/01/2018
<b>Budget Allocation</b>			
	Grant Amount – State Allocation [90%]		\$765,351.00
	Grant Amount – Local Match [10%]		\$85,039.00
	Grant Amount – Proviso [90%]		\$111,437.00
	Grant Amount – Proviso Match [10%]		\$12,382.00
	Voluntary Dollar Amount		\$85.00
	Local Match for Voluntary Dollars [In Kind]		\$9.00
	<b>Total Project Amount</b>		<b>\$974,303.00</b>
<b>Capital Equipment Request</b>			
	<b>Description of Capital Equipment</b>		<b>\$ Amount</b>
			\$0.00
			\$0.00
			\$0.00

*Local Coordinating Board Review IS Required if Requesting Capital Equipment*

If the purchase of capital equipment is included in this Application Form, the application has been reviewed by the N/A Local Coordinating Board.

N/A  
 \_\_\_\_\_  
**Signature of Local Coordinating Board Chairperson** **Date**

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2017-18 Program Manual and Application for the Trip & Equipment Grant.

\_\_\_\_\_  
**Signature of Grant Recipient Representative** **Date** 5/18/18





## TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT STANDARD ASSURANCES

The Grantee hereby assures and certifies that:

1. The Grantee has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.
2. The Grantee is aware that the Trip & Equipment Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation.
3. Trip & Equipment Grant funds will not be used to supplant or replace existing federal, state, or local government funds.
4. The Grantee understands that an approved written eligibility application and eligibility support documentation is required and is to be maintained for each rider who receives a non-sponsored trip or bus pass and such documentation shall be made available upon request by CTD staff or its designee.
5. The Grantee is aware that if capital equipment is purchased with these grant funds, equipment must be received by the recipient no later than June 30, 2019.
6. The Grantee recipient is aware that the approved project must be complete by June 30, 2019, which means services must be provided by that date or reimbursement will not be approved.
7. Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 or Chapter 427, Florida Statutes.

This certification is valid for the agreement period for which the grant application is filed.

Signature: \_\_\_\_\_

Date: 5/18/18

Name: Jennifer Martinez

Title: Executive Director

Agency: Marion Senior Services, Inc. / d/b/a Marion Transit

Service Area: Marion County Florida



# Transportation Disadvantaged Trip & Equipment Grant Service Rates Form

<b>Applicant</b>	Marion Senior Services, Inc. Marion Transit
<b>Project Location [County(ies)]</b>	Marion
<b>Service Rate Effective Date</b>	July 1, 2018

Grant Agreement Service Rates		
Type of Service Transportation Mode	Unit of Measure (Trip or Passenger Mile)	Cost Per Unit
* Ambulatory	Passenger Mile	3.45
* Wheel Chair	Passenger Mile	5.92
* Stretcher		
Bus Pass – Daily	Pass	
Bus Pass – Weekly	Pass	
Bus Pass – Monthly	Pass	

**\* Ambulatory, Wheel Chair and Stretcher** must all use the same Unit of Measure either *Trip or Passenger Mile*; Cannot mix, all must be the same regardless of Transportation Mode.



**TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT**

**AUTHORIZING RESOLUTION**

**A RESOLUTION** of the **MARION SENIOR SERVICES, INC. BOARD OF DIRECTORS** hereinafter **BOARD**, hereby authorizes the filing and execution of a Transportation Disadvantaged Trip & Equipment Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

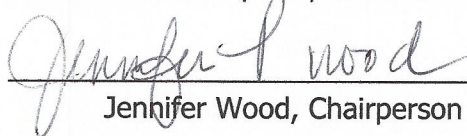
**WHEREAS**, this **BOARD** is eligible to receive a Transportation Disadvantaged Trip & Equipment Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

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

1. The **BOARD** has the authority to enter into this grant agreement.
2. The **BOARD** authorizes **Jennifer Martinez, Executive Director** to execute the grant agreement, amendments, warranties, certifications and any other documents which may be required in connection with the agreement with the Florida Commission for the Transportation Disadvantaged.

DULY PASSED AND ADOPTED THIS 18 DAY OF MAY, 2018.

Marion Senior Services, Inc., Board of Directors

  
Jennifer Wood, Chairperson

ATTEST:

Signature: 

Tom Wilder, Transportation Director

SAMAS Approp	<u>108846</u>	Fund	<u>TDTF</u>	FM/Job No(s)	<u>43202911401</u>
SAMAS Obj	<u>7750075</u>	Function	<u>035</u>	CSFA No.	<u>55.001</u>
Org. Code	<u>55120000952</u>	Contract No		Vendor No.	<u>23-7362750</u>

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July, 2018 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474, 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 2018-19 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-sponsored 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 2018-19 Program Manual and Application for the Trip & Equipment Grant.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$871,301.00. 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 \$784,171.00 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:** Trip and Equipment 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 2018-19 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. 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. 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 13.00 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 promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

**6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the 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 Department of Financial Services (DFS), the Auditor General and, the State Inspector 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 to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto: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](mailto: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, DFS 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, DFS 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, DFS 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](mailto: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, 2019.

**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 2018-19 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  
[CTDObudsmen@dot.state.fl.us](mailto:CTDObudsmen@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](http://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 8.20.

**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) While 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 and at this 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 agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers

and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

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

**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, 2019. 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, 2019.

**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.

FM/JOB No(s). 43202718401/43202818401  
CONTRACT NO.  
AGREEMENT DATE:

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

**GRANTEE: MARION SENIOR SERVICES**

**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 Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474.

PROJECT LOCATION: Marion 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 2018-19 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.

**EXHIBIT "B"  
PROJECT BUDGET AND DISBURSEMENT SCHEDULE**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474.

**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 2018-19 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, 2019. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

Non-sponsored Trips	\$	871,301.00	43202718401
<hr/>			
<b>TOTAL</b>	\$	871,301.00	

**II. SOURCE OF FUNDS:**

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	\$784,171.00
Local Cash Funds	\$87,130.00
2018-19 Legislative Proviso Funds	\$ .00
Local Cash Funds for 2018-19 Legislative Proviso Funds	\$ .00
<b>Total Project Cost</b>	<hr/> \$871,301.00

**III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS**

<u>FY 18/19</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>
Trips	65354	65347	65347	65347	65347	65347	65347	65347	65347	65347	65347	65347
Capital												



**TRANSPORTATION DISADVANTAGED TRUST FUND  
SERVICE RATES  
EXHIBIT B  
PAGE 2 OF 2**

**COMMUNITY TRANSPORTATION COORDINATOR:** Marion Senior Services  
**EFFECTIVE DATE:** \_\_\_\_\_

<b>TYPE OF SERVICE TO BE PROVIDED</b>	<b>UNIT (Passenger Mile, Trip, or Pass)</b>	<b>COST PER UNIT \$</b>
Ambulatory	Passenger Mile	3.45
Wheelchair	Passenger Mile	5.92

FM/JOB No(s). 43202718401/43202818401

CONTRACT NO.

AGREEMENT DATE:

## 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:** \$784,171.00

\*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>



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**MEMORANDUM**

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JUNE 13, 2017

TO: TDLCB MEMBERS  
FROM: KENNETH ODOM, TRANSPORTATION PLANNER  
SUBJECT: FY 2019 PROPOSED TRIP RATE FOR MARION TRANSIT SERVICES

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Each year, the TDLCB is required to approve Marion Transit Services (MTS) proposed trip rates. MTS, as required, utilizes the Commission for Transportation Disadvantaged (CTD) Trip Rate Calculation process. The Trip Rate Calculation process takes into account numerous costs items including labor, fringe benefits and insurance as well as program income to determine the trip rates. This year, MTS is proposing a slight decrease in the per-mile charge for ambulatory and wheelchair patients with no increase for stretcher patients.

TPO staff has reviewed the Trip Rate Calculation and concurs with the results. The proposed rates are as follows:

	<u>Current Rate</u>	<u>Proposed Rate</u>
Ambulatory Per Mile	\$3.37	\$3.99 (18.4%)
Wheelchair Per Mile	\$5.78	\$6.83 (18.2%)

The Trip Rate Calculation is enclosed for your review. Staff is requesting approval of the rates as proposed. If you have any questions or would like to discuss this proposal further, please contact our office at 629-8297.

# Preliminary Information Worksheet

Version 1.4

<b>CTC Name:</b>	Marion Senior Services, Inc. d/b/a Marion Transit
<b>County (Service Area):</b>	Marion
<b>Contact Person:</b>	Tom Wilder
<b>Phone #</b>	352-620-3519

Check Applicable Characteristic:

**ORGANIZATIONAL TYPE:**

- Governmental
- Private Non-Profit
- Private For Profit

**NETWORK TYPE:**

- Fully Brokered
- Partially Brokered
- Sole Source

***Once completed, proceed to the Worksheet entitled "Comprehensive Budget"***

# Comprehensive Budget Worksheet

Version 1.4

CTC: Marion Senior Services, Inc. d/b/a Marion Transit  
 County: Marion

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's <b>ACTUALS</b> from July 1st of <b>2016</b> to June 30th of <b>2017</b>	Current Year's <b>APPROVED</b> Budget, as amended from July 1st of <b>2017</b> to June 30th of <b>2018</b>	Upcoming Year's <b>PROPOSED</b> Budget from July 1st of <b>2018</b> to June 30th of <b>2019</b>	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

### Local Non-Govt

Farebox	\$ 92,929	\$ 92,800	\$ 95,000	-0.1%	2.4%	
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other						
<b>Bus Pass Program Revenue</b>						

### Local Government

District School Board						County Cash is used as a match for capital equipment and trips.
Compl. ADA Services						
County Cash	\$ 845,010	\$ 825,735	\$ 861,617	-2.3%	4.3%	
County In-Kind, Contributed Services						
City Cash	\$ 252,230	\$ 434,500	\$ 398,299	72.3%	-8.3%	
City In-kind, Contributed Services						
Other Cash	\$ 14,675			-100.0%		
Other In-Kind, Contributed Services						
<b>Bus Pass Program Revenue</b>						

### CTD

Non-Spons. Trip Program	\$ 749,684	\$ 822,169	\$ 908,992	9.7%	10.6%	One-time Capital purchase of cameras for buses not equipped from Shirley Conroy Grant
Non-Spons. Capital Equipment	\$ 56,779			-100.0%		
Rural Capital Equipment	\$ 6,309			-100.0%		
Other TD (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### USDOT & FDOT

49 USC 5307						2018-2019 budget for 5 replacement buses purchases with rate increase from state
49 USC 5310	\$ 316,908	\$ 409,145	\$ 421,419	29.1%	3.0%	
49 USC 5311 (Operating)	\$ 719,710	\$ 770,718	\$ 774,658	7.1%	0.5%	
49 USC 5311(Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### AHCA

Medicaid						Funds received from Access2Care-Broker facilitating transportation for Medicaid beneficiaries. Less trips due to termination of trans to PPAC facility.
Other AHCA (specify in explanation)	\$ 260,387	\$ 375,000	\$ 260,000	44.0%	-30.7%	
<b>Bus Pass Program Revenue</b>						

### DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOE (state)

Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOEA

Older Americans Act						Other includes OAA, CCE and Managed Care contracts not at the prices calculated by this spreadsheet.
Community Care for Elderly						
Other DOEA (specify in explanation)	\$ 3,667	\$ 2,355	\$ 2,355	-35.8%	0.0%	
<b>Bus Pass Program Revenue</b>						

### DCA

Community Services						
Other DCA (specify in explanation)						
<b>Bus Pass Admin. Revenue</b>						

# Comprehensive Budget Worksheet

Version 1.4

CTC: Marion Senior Services, Inc. d/b/a Marion Transit  
 County: Marion

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's <b>ACTUALS</b> from July 1st of <b>2016</b> to June 30th of <b>2017</b>	Current Year's <b>APPROVED</b> Budget, as amended from July 1st of <b>2017</b> to June 30th of <b>2018</b>	Upcoming Year's <b>PROPOSED</b> Budget from July 1st of <b>2018</b> to June 30th of <b>2019</b>	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

### APD

Office of Disability Determination						
Developmental Services						
Other APD (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DJJ

(specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### Other Fed or State

xxx						
xxx						
xxx						
<b>Bus Pass Program Revenue</b>						

### Other Revenues

Interest Earnings						
Insurance Loss Reimbursement	\$ 8,642			-100.0%		
Fuel Tax Refund/Gain loss fixed asset/misc	\$ 56,140			-100.0%		
<b>Bus Pass Program Revenue</b>						

### Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve						
---------------------------------------	--	--	--	--	--	--

Balancing Revenue is Short By =		None	None			
<b>Total Revenues =</b>	<b>\$3,383,070</b>	<b>\$3,732,422</b>	<b>\$3,722,341</b>	<b>10.3%</b>	<b>-0.3%</b>	

### EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

#### Operating Expenditures

Labor	\$ 1,323,377	\$ 1,272,230	\$ 1,310,397	-3.9%	3.0%	
Fringe Benefits	\$ 380,341	\$ 363,675	\$ 395,690	-4.4%	8.8%	
Services	\$ 451,220	\$ 433,785	\$ 447,860	-3.9%	3.2%	
Materials and Supplies	\$ 401,503	\$ 522,518	\$ 435,156	30.1%	-16.7%	
Utilities	\$ 28,123	\$ 26,108	\$ 26,274	-7.2%	0.6%	
Casualty and Liability	\$ 128,263	\$ 169,612	\$ 166,381	32.2%	-1.9%	
Taxes	\$ 1,690	\$ 750	\$ 1,100	-55.6%	46.7%	
Purchased Transportation:						
Purchased Bus Pass Expenses						
School Bus Utilization Expenses						
Contracted Transportation Services						
Other						
Miscellaneous	\$ 24,242	\$ 18,561	\$ 14,300	-23.4%	-23.0%	
Operating Debt Service - Principal & Interest						
Leases and Rentals	\$ 1,466	\$ 1,550	\$ 1,550	5.7%	0.0%	
Contrib. to Capital Equip. Replacement Fund						
In-Kind, Contributed Services	\$ -	\$ -	\$ -			
Allocated Indirect						

#### Capital Expenditures

Equip. Purchases with Grant Funds	\$ 316,908	\$ 409,145	\$ 409,145	29.1%	0.0%	
Equip. Purchases with Local Revenue	\$ 42,001	\$ 45,461	\$ 45,461	8.2%	0.0%	
Equip. Purchases with Rate Generated Rev.						
Capital Debt Service - Principal & Interest						
	\$ 348,052	\$ 469,026	\$ 469,026	34.8%	0.0%	

<b>ACTUAL YEAR LOSS</b>	<b>(\$64,116)</b>					
<b>Total Expenditures =</b>	<b>\$3,447,186</b>	<b>\$3,732,422</b>	<b>\$3,722,341</b>	<b>8.3%</b>	<b>-0.3%</b>	

See NOTES Below.

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

Actual year LOSSES are shown as Balancing Revenue or Local Non-Government revenue.

**Budgeted Rate Base Worksheet**

Version 1.4

CTC: Marion Senior Services, Inc. d/b/a Marion Transit

County: Marion

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

	Upcoming Year's <b>BUDGETED</b> Revenues		What amount of the <b>Budgeted Revenue</b> in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	<b>Budgeted Rate Subsidy Revenue</b> <b>EXcluded from the Rate Base</b>	What amount of the <b>Subsidy Revenue</b> in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
	from July 1st of <b>2018</b> to June 30th of <b>2019</b>				
<b>1</b>	<b>2</b>		<b>3</b>	<b>4</b>	<b>5</b>

**REVENUES (CTC/Operators ONLY)**

Local Non-Govt

Farebox	\$	95,000
Medicaid Co-Pay Received	\$	-
Donations/ Contributions	\$	-
In-Kind, Contributed Services	\$	-
Other	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

Local Government

District School Board	\$	-
Compl. ADA Services	\$	-
County Cash	\$	861,617
County In-Kind, Contributed Services	\$	-
City Cash	\$	398,299
City In-Kind, Contributed Services	\$	-
Other Cash	\$	-
Other In-Kind, Contributed Services	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

CTD

Non-Spons. Trip Program	\$	908,992
Non-Spons. Capital Equipment	\$	-
Rural Capital Equipment	\$	-
Other TD	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

USDOT & FDOT

49 USC 5307	\$	-
49 USC 5310	\$	421,419
49 USC 5311 (Operating)	\$	774,658
49 USC 5311 (Capital)	\$	-
Block Grant	\$	-
Service Development	\$	-
Commuter Assistance	\$	-
Other DOT	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

AHCA

Medicaid	\$	-
Other AHCA	\$	260,000
<b>Bus Pass Program Revenue</b>	\$	-

DCF

Alcohol, Drug & Mental Health	\$	-
Family Safety & Preservation	\$	-
Comm. Care Dis./Aging & Adult Serv.	\$	-
Other DCF	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

DOH

Children Medical Services	\$	-
County Public Health	\$	-
Other DOH	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

DOE (state)

Carl Perkins	\$	-
Div of Blind Services	\$	-
Vocational Rehabilitation	\$	-
Day Care Programs	\$	-
Other DOE	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

AWI

WAGES/Workforce Board	\$	-
AWI	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

DOEA

Older Americans Act	\$	-
Community Care for Elderly	\$	-
Other DOEA	\$	2,355
<b>Bus Pass Program Revenue</b>	\$	-

DCA

Community Services	\$	-
Other DCA	\$	-
<b>Bus Pass Program Revenue</b>	\$	-

	\$	95,000	\$	46,824
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	861,617	\$	-
	\$	-	\$	-
	\$	398,299	\$	0
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

	\$	908,992	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	421,419	\$	-	\$	421,419
	\$	774,658	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	260,000	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
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	\$	-	\$	-	\$	-
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	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	2,355	\$	-	\$	-
	\$	-	\$	-	\$	-

	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

YELLOW cells  
are **NEVER** Generated by Applying Authorized Rates

BLUE cells  
Should be funds generated by rates in this spreadsheet

GREEN cells  
**MAY BE** Revenue Generated by Applying  
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and **NOT** Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the **Purchase of Capital Equipment** if a match amount is required by the Funding Source.

local match req.  
\$ 100,999  
\$ -  
\$ -  
\$ -  
\$ 46,824  
\$ -

**Budgeted Rate Base Worksheet**

Version 1.4

CTC: Marion Senior Services, Inc. d/b/a Marion Transit

County: Marion

- Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
- Complete applicable **GOLD** cells in column and 5

	Upcoming Year's BUDGETED Revenues	What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
	from July 1st of <b>2016</b> to June 30th of <b>2019</b>	3	4	5
	1	2		
<b>APD</b>				
Office of Disability Determination	\$ -			
Developmental Services	\$ -			
Other APD	\$ -			
<b>Bus Pass Program Revenue</b>	\$ -			
<b>DJJ</b>				
DJJ	\$ -			
<b>Bus Pass Program Revenue</b>	\$ -			
<b>Other Fed or State</b>				
xxx	\$ -			
xxx	\$ -			
xxx	\$ -			
<b>Bus Pass Program Revenue</b>	\$ -			
<b>Other Revenues</b>				
Interest Earnings	\$ -			
Insurance Loss Reimbursement	\$ -			
Fuel Tax Refund/Gain loss fixed asset/misc	\$ -			
<b>Bus Pass Program Revenue</b>	\$ -			
Balancing Revenue to Prevent Deficit				
Actual or Planned Use of Cash Reserve	\$ -			
<b>Total Revenues =</b>	<b>\$ 3,722,341</b>			
		<b>\$ 3,205,921</b>	<b>\$ 516,420</b>	<b>\$ 468,243</b>

EXPENDITURES (CTC/Operators ONLY)		\$ 48,176
Operating Expenditures		Amount of Budgeted Operating Rate Subsidy Revenue
Labor	\$ 1,310,397	
Fringe Benefits	\$ 395,690	
Services	\$ 447,860	
Materials and Supplies	\$ 435,156	
Utilities	\$ 25,274	
Casualty and Liability	\$ 166,381	
Taxes	\$ 1,100	
Purchased Transportation:		
Purchased Bus Pass Expenses	\$ -	
School Bus Utilization Expenses	\$ -	
Contracted Transportation Services	\$ -	
Other	\$ -	
Miscellaneous	\$ 14,300	
Operating Debt Service - Principal & Interest	\$ -	
Leases and Rentals	\$ 1,550	
Contrib. to Capital Equip. Replacement Fund	\$ -	
In-Kind, Contributed Services	\$ -	
Allocated Indirect	\$ -	
<b>Capital Expenditures</b>		
Equip. Purchases with Grant Funds	\$ 409,145	
Equip. Purchases with Local Revenue	\$ 45,461	
Equip. Purchases with Rate Generated Rev.	\$ -	
Capital Debt Service - Principal & Interest	\$ -	
	\$ 469,026	
<b>Total Expenditures =</b>	<b>\$ 3,722,341</b>	
minus EXCLUDED Subsidy Revenue =	\$ 516,420	
<b>Budgeted Total Expenditures INCLUDED in</b>	<b>Rate Base = \$ 3,205,921</b>	
<b>Rate Base Adjustment</b>	<b>= \$ 150,000</b>	
<b>Adjusted Expenditures Included in Rate</b>	<b>Base = \$ 3,355,921</b>	

**<sup>1</sup> Rate Base Adjustment Cell**

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

<sup>1</sup> The Difference between Expenses and Revenues for Fiscal Year: **2016 - 2017**

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"



# Worksheet for Program-wide Rates

CTC: Marion Senior Serv Version 1.4  
 County: Marion

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (GREEN cells) below

- Do **NOT** include trips or miles related to Coordination Contractors!
- Do **NOT** include School Board trips or miles UNLESS.....
- INCLUDE** all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!
- Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..
- Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!
- Do **NOT** include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES	
Total <u>Projected</u> Passenger Miles =	800,000
<b>Rate Per Passenger Mile = \$</b>	<b>4.19</b>
Total <u>Projected</u> Passenger Trips =	90,000
<b>Rate Per Passenger Trip = \$</b>	<b>37.29</b>

Fiscal Year

2018 - 2019

<b>Avg. Passenger Trip Length =</b>	<b>8.9 Miles</b>
-------------------------------------	------------------

Rates If No Revenue Funds Were Identified As Subsidy Funds	
<b>Rate Per Passenger Mile = \$</b>	<b>4.84</b>
<b>Rate Per Passenger Trip = \$</b>	<b>43.03</b>

**Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"**

### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

### Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

- Deadhead
- Operator training, and
- Vehicle maintenance testing, as well as
- School bus and charter services.

### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

## Worksheet for Multiple Service Rates

CTC: Marion Senior Services Version 1.4  
 County: Marion

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

### SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	STOP! Do NOT Complete Sections II - V for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

### SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Do Not Complete Section II for Stretcher Service	Do Not Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
		Do NOT Complete Section II for Stretcher Service	Do NOT Complete Section II for Group Service

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?  
 How many of the total projected Passenger Miles relate to the contracted service?  
 How many of the total projected passenger trips relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank		

Effective Rate for Contracted Services:  
 per Passenger Mile =  
 per Passenger Trip =

Ambulatory	Wheelchair	Stretcher	Group
Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Do NOT Complete Section II for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above =  
 Rate per Passenger Mile for Balance =

Combination Trip and Mile Rate			
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Do NOT Complete Section II for Stretcher Service	Do NOT Complete Section II for Group Service

**Worksheet for Multiple Service Rates**

CTC: **Marion Senior Services** Version 1.4  
 County: **Marion**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

**SECTION III: Escort Service**

1. Do you want to charge all escorts a fee?.....

Yes  
 No

**Skip #2 - 4 and Section IV and Go to Section V**

2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR .....  
 per passenger mile?.....

Pass. Trip **Leave Blank**  
 Pass. Mile

3. If you answered Yes to # 1 and completed # 2, for how many of the projected  
 Passenger Trips / Passenger Miles will a passenger be accompanied by an escort?  Leave Blank

4. How much will you charge each escort?.....  Leave Blank

**SECTION IV: Group Service Loading**

1. If the message "You Must Complete This Section" appears to the right, what is the projected total  
 number of Group Service Passenger Miles? (otherwise leave blank).....

**Do NOT Complete Section IV**

..... And what is the projected total number of Group Vehicle Revenue Miles?  Loading Rate 0.00 to 1.00

**SECTION V: Rate Calculations for Multiple Services:**

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
  - \* Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
  - \* Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

		RATES FOR FY: 2018 - 2019			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	800,000	= 560,000	+ 240,000	+ Leave Blank	+ Leave Blank
Rate per Passenger Mile =		\$3.45	\$5.92	\$0.00	\$0.00
				per passenger	per group

		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	90,000	= 63,000	+ 27,000	+ Leave Blank	+ Leave Blank
Rate per Passenger Trip =		\$30.71	\$52.64	\$0.00	\$0.00
				per passenger	per group

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...

		Combination Trip and Mile Rate			
		Ambul	Wheel Chair	Stretcher	Group
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =		<input type="text"/>	<input type="text"/>	Leave Blank	Leave Blank
Rate per Passenger Mile for Balance =		\$3.45	\$5.92	\$0.00	\$0.00
				per passenger	per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$3.99	\$6.83	\$0.00	\$0.00
				per passenger	per group
Rate per Passenger Trip =		\$35.43	\$60.74	\$0.00	\$0.00
				per passenger	per group

## Worksheet for Multiple Service Rates

CTC: Marion Senior Se Version 1.4  
County: Marion

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

Program These Rates Into Your Medicaid Encounter Data



**TRANSPORTATION DISADVANTAGED  
LOCAL COORDINATING BOARD**

Marion Senior Services  
1101 SW 20<sup>th</sup> Ct., Ocala, FL 34471  
**October 19, 2017**

**MINUTES**

**Members Present:**

Councilman James Hilty, Chairman  
Jeffery Askew (*arrived 2:15pm*)  
Millie Chervoni  
Susan Hanley  
Carlos Colon  
Megan Crowley

**Members Not Present:**

Charmaine Anderson  
Kathleen Woodring

**Others Present:**

Kenneth Odom, TPO Staff  
Shakayla Jacobs, TPO Staff  
Tom Wilder, Marion Transit Services

**Item 1. Call to Order and Roll Call**

Chairman James Hilty called the meeting to order at 2:01 PM. Secretary Shakayla Jacobs called the roll of members; a quorum was present.

**Item 2. Proof of Publication**

Secretary Shakayla Jacobs announced the meeting was published online at the city of Ocala, Belleview, and Dunnellon websites and on the TPO's website.

**Item 3. 2017 Annual Operating Report**

Mr. Odom said that every year there was a requirement to publish several different reports and that Mr. Wilder spent time putting reports together from a fiscal sense. The Annual Operating Report referenced every operating aspect of Marion Transit and included the number of annual trips. Mr. Odom said there was also information in the report number of accidents and even included complaints.

Mr. Odom said there was a lot of data to review and the board was provided a copy of the report.

Mr. Wilder said that every county had to produce the Annual Operating Report and that it was his second year providing the report. A new system was put into place to pull accurate data.

Mr. Wilder said that the report had been accepted by the State.

Mr. Odom said although it was accepted by the State the TDLCB still had to approve.

*Mr. Colon made a motion to approve the 2017 Annual Operating Report and Ms. Chervoni seconded. The motion passed unanimously.*

**Item 4. 2017 Annual Expenditure Report**

Mr. Odom said that the Annual Expenditure Report provided information for Local and Direct Funding. The report was only one page but the numbers showed expenditures and number of trips, operating subsidy or Capital. The information was provided for Coordinated Transportation, Transportation Alternatives, and Other.

The board was provided a copy of the Annual Expenditure Report to review.

*Mr. Colon made a motion to approve the 2017 Annual Expenditure Report and Ms. Chervoni seconded. The motion passed unanimously.*

Approved –

**Item 5. FY 2017 Shirley Conroy Grant**

The Shirley Conroy Rural Area Capital Assistance Grant was named in honor of Mrs. Shirley Jenkins Conroy (1930-2010). Mrs. Conroy was a tireless advocate for coordinated community transportation services and those who were disadvantaged. A few of Mrs. Conroy's accomplishments included:

In the 1970's, she was instrumental in the development and passage of Chapter 427, F.S. In the 1980's, she served as the Executive Director of the first Community Transportation Coordinator (CTC) for Alachua County.

In the 1990's, she administered coordinated transportation for the Florida Department of Transportation (FDOT) District 2 as the liaison to their CTCs.

In the 2000's, she served as the Executive Director of the Florida Association of Coordinated Transportation Systems (FACTS).

While this grant was originally named to honor Mrs. Conroy, it continues to memorialize her legacy in Community Transportation by providing funding for capital purchases for the rural areas of Florida.

Mr. Wilder said that Marion Transit had applied for the grant to receive additional funding for purchasing Notifications Module Software for the buses and one Cutaway Paratransit Bus Replacement. The total requested for both the software and bus replacement was \$16,455.00.

Mr. Wilder said the software would help Marion Transit to be more efficient in data collection and would also send automated phone calls to clients where they could confirm or cancel their appointments prior to the trip.

*Mr. Colon made a motion to approve the FY 2017 Shirley Conroy Grant and Ms. Chervoni seconded. The motion passed unanimously.*

**Item 6. Approval of Minutes**

*Mr. Colon made a motion to approve the Minutes and Ms. Chervoni seconded. The motion passed unanimously.*

**Item 7. Comments by TDLCB Members**

*There were no comments by TDLCB Members.*

**Item 8. Comments by Community Transportation Coordinator (CTC)**

*There were no comments by the CTC.*

**Item 9. Comments by TPO Staff**

Mr. Odom said that Marion Transit had the new bus for display and that after the meeting the board was welcome to look at the new bus.

Mr. Wilder said that the bus would accommodate 9 ambulatory and 2 wheelchair trips.

*There was board discussion about the different types of trips and qualifications for trips.*

**Item 10. Public Comment**

*There was no public comment.*

**Item 11. Adjournment**

Chairman Hilty adjourned at 2:29pm.

Respectfully Submitted By:

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Shakayla Jacobs, TPO Administrative Assistant





**TRANSPORTATION DISADVANTAGED  
LOCAL COORDINATING BOARD**

Ocala Citizens Service Center  
201 SE 3<sup>rd</sup> Street, Ocala, FL 34471

**March 1, 2018**

**MINUTES**

**Members Present:**

Michelle Stone  
Jeffrey Askew  
Susan Hanley  
Kathleen Woodring  
Tracey Alesiani  
Andrea Melvin  
Jeff Aboumrad

**Members Not Present:**

Millie Chervoni  
Charmaine Anderson  
Megan Crowley  
Carlos Colon  
Anisa Brescia  
Carissa Hutchinson  
Dennis Yonce  
James Haines

**Others Present:**

Kenneth Odom, TPO Staff  
Shakayla Jacobs, TPO Staff  
Tom Wilder, Marion Transit Services

**Item 1. Call to Order and Roll Call**

Chairwoman Michelle Stone called the meeting to order at 2:02 PM. Secretary Shakayla Jacobs called the roll of members; a quorum was not present.

**Item 2. Proof of Publication**

Secretary Shakayla Jacobs announced the meeting was published online at the city of Ocala, Belleview, and Dunnellon websites and on the TPO's website.

**Item 5. Shirley Conroy Grant**

Mr. Wilder said that Marion Transit was rewarded the Shirley Conroy Grant and received funding for the Notifications Module Software for the buses and one Cutaway Paratransit Bus Replacement that totaled \$16,455.00.

Mr. Wilder said that the Shirley Conroy grant had come out early although Marion Transit applied for the grant the board would need to approve the grant at some point. Marion Transit was looking to get two Cutaway Paratransit Replacement Buses that would total \$175,816.00.

Mr. Wilder said that the replacement buses would have room for ten ambulatory and two wheelchair trips.

The Shirley Conroy Rural Area Capital Assistance Grant was named in honor of Mrs. Shirley Jenkins Conroy (1930-2010). Mrs. Conroy was a tireless advocate for coordinated community transportation services and those who were disadvantaged. A few of Mrs. Conroy's accomplishments included:

In the 1970's, she was instrumental in the development and passage of Chapter 427, F.S. In the 1980's, she served as the Executive Director of the first Community Transportation Coordinator (CTC) for Alachua County.

In the 1990's, she administered coordinated transportation for the Florida Department of Transportation (FDOT) District 2 as the liaison to their CTCs.

In the 2000's, she served as the Executive Director of the Florida Association of Coordinated Transportation Systems (FACTS).

While this grant was originally named to honor Mrs. Conroy, it continues to memorialize her legacy in Community Transportation by providing funding for capital purchases for the rural areas of Florida.

Approved –

**Item 6. Dunnellon “Blue Line” Deviated Service Route**

Mr. Wilder talked about the Dunnellon “Blue Line” Deviated Service Route and said that the route would provide transportation in the Dunnellon area and would stay in the Dunnellon area. There was a brochure provided along with a route map for the board to review.

Mr. Wilder said that the Marion Transit Buses were wheelchair accessible and that if a rider lived within a quarter mile of one of the bus stops, and were unable to get to a stop that the office of Marion Transit could be contacted and that the rider may be picked up at their home with a 24-hour notice on the Blue Line Bus.

Fares Included:

One Way Trip- \$2.00

Children Under 16- FREE

Mr. Wilder also talked about free bus passes for the Transportation Disadvantaged and Section 5311.

There was some board discussion about the Blue Line Route.

**Item 3. 2017 CTC Review**

There was no quorum present so Mr. Odom gave the board a brief overview of the 2017 CTC Review.

Mr. Odom said that Pursuant to Chapter 427 Florida Statutes 427.015(2), the performance of the Community Transportation Coordinator (CTC) shall be evaluated based on the Commission for the Transportation Disadvantaged’s (CTD) approved evaluation criteria by the coordinating board. TPO staff conducted the evaluation during the last half of December and the first half of January.

The evaluation includes an analysis of all relevant elements within the operations of Marion Transit Services. Examples include:

- Policies & Procedures
- Vehicle Operations & Maintenance
- Grievance Procedures
- Budget
- Contracts
- Driver Certification & Training
- Performance Standards

The CTC Evaluation had been submitted to the CTD on February 1st, 2018.

*No action was taken.*

**Item 4. TDLCB By-Laws Update**

Mr. Odom said it was incumbent upon TPO staff to regularly review and/or amend the TDLCB bylaws to remain concurrent with State of Florida regulations and code as they relate to the operations of the local Community Transportation Coordinator and the Florida CTD. TPO staff had rewritten the TDLCB bylaws and all elements included in the TDLCB bylaws were pursuant to 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.

*No action was taken.*

**Item 7. Comments by TDLCB Members**

The board members gave a brief introduction of themselves.

**Item 8. Comments by Community Transportation Coordinator (CTC)**

*There were no comments by the CTC.*

**Item 9. Comments by TPO Staff**

Mr. Odom reminded the board that the agendas and packets were electronic format and could be found posted on the TPO website.

Mr. Odom also said that a Vice-Chair would be appointed for the TDLCB but it would need to be advertised for Public notification.

**Item 10. Public Comment**

*There was no public comment.*

**Item 11. Adjournment**

Chairwoman Stone adjourned at 3:02pm.

Respectfully Submitted By:

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Shakayla Jacobs, TPO Administrative Assistant



## TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Ocala Citizens Service Center  
201 SE 3<sup>rd</sup> Street, Ocala, FL 34471

**April 26, 2018**

### MINUTES

#### Members Present:

Michelle Stone  
Jeffrey Askew  
Mark Mulligan, *for Susan Hanley*  
Carlos Colon  
Tracey Alesiani  
Andrea Melvin  
Peter Shepis, *for Jeff Aboumrad*

#### Members Not Present:

Millie Chervoni  
Charmaine Anderson  
Megan Crowley  
Kathleen Woodring  
Anisa Brescia  
Carissa Hutchinson  
Dennis Yonce  
James Haines

#### Others Present:

Kenneth Odom, TPO Staff  
Shakayla Jacobs, TPO Staff  
Tom Wilder, Marion Transit Services  
Tamyika Young, Agency for Health Care Admin (*via teleconference*)

**Item 1. Call to Order and Roll Call**

Chairwoman Michelle Stone called the meeting to order at 2:00 PM.  
Secretary Shakayla Pullings called the roll of members; a quorum was not present.

**Item 2. Proof of Publication**

Secretary Shakayla Pullings announced the meeting was published online at the city of Ocala, Belleview, and Dunnellon websites and on the TPO's website.

**Item 3. TDLCB By-Laws Update**

Mr. Odom talked about the requirements for a quorum for the TDLCB and said that there would be a potential new member to the TDLCB which would make a total of 16 members on the board. Mr. Odom asked if the board wanted to stay at 50% plus one for a quorum or if the board wanted to drop the percentage number since 50% was not a requirement.

Mr. Odom said that if a member called in via teleconference it is not a count toward a quorum the member must be present.

There was board discussion regarding the quorum.

Mr. Odom said that he would bring the By-Laws back to the board at the next TDLCB meeting.

*No action was taken. A quorum was not present.*

**Item 4. Shirley Conroy Grant**

Mr. Wilder talked about the Shirley Conroy Grant and said that Marion Transit would use the funds from the grant for two 24' paratransit busses that would replace two older buses purchased in 2006 and 2007 respectively which had been used as spares. The buses would be quipped with a lift and wheelchair positions with a maximum ambulatory seating arrangement of 12 passengers and two wheelchair positions.

*No action was taken. A quorum was not present.*

**Item 5. CTC Review**

Mr. Odom gave the board a brief overview of the 2017 CTC Review.

Mr. Odom said that Pursuant to Chapter 427 Florida Statutes 427.015(2), the performance of the Community Transportation Coordinator (CTC) shall be evaluated based on the Commission for

the Transportation Disadvantaged's (CTD) approved evaluation criteria by the coordinating board. TPO staff conducted the evaluation during the last half of December and the first half of January.

The evaluation includes an analysis of all relevant elements within the operations of Marion Transit Services. Examples include:

- Policies & Procedures
- Vehicle Operations & Maintenance
- Grievance Procedures
- Budget
- Contracts
- Driver Certification & Training
- Performance Standards

The CTC Evaluation had been submitted to the CTD on February 1st, 2018.

*No action was taken. A quorum was not present.*

#### **Item 6. Approval of Minutes**

*No action was taken. A quorum was not present.*

#### **Item 7. Comments by TDLCB Members**

Mr. Askew asked about providing a map to show all the areas that Marion Transit covers so that board members there were not from Ocala-Marion County would know where the coverage areas were.

Mr. Wilder said that he would provide a map at the next meeting.

#### **Item 8. Comments by Community Transportation Coordinator (CTC)**

*There were no comments by the CTC.*

#### **Item 9. Comments by TPO Staff**

Mr. Odom said that he wanted to have each member on the TDLCB give a brief presentation about their agency and what the agency does if they would like to so that each agency is familiar with what everyone does.

The board agreed that was a good idea. Mr. Askew and Ms. Melvin said they would be the first to bring a presentation to the board.

**Item 10. Public Comment**

*There was no public comment.*

**Item 11. Adjournment**

Chairwoman Stone adjourned at 2:47pm.

Respectfully Submitted By:

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Shakayla Pullings, TPO Administrative Assistant