



TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Ocala Citizens Service Center
201 SE 3rd Street, Ocala, FL 34471

**October 20, 2016
2:00 PM**

MEETING AGENDA

1. Call to Order and Roll Call
2. Proof of Publication
3. Ratification of TDLCB By-Laws to Allow For Call-In Members to Constitute Presence of a Quorum
4. Review of the Community Transportation Coordinator's Annual Operating Report
5. Review of the Community Transportation Coordinator's Shirley Conroy Grant Application
6. Review of the TD Planning Grant
7. Approval of Minutes – June 16, 2016
8. Comments by TDLCB Members
9. Comments by Community Transportation Coordinator (CTC)
10. Comments by TPO Staff
11. Public Comment
12. Adjournment

The next meeting of the TDLCB will be held on Thursday, January 19, 2017.

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.



October 11, 2016

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner

Ratification of TDLCB By-Laws to Allow For Call-In Members to Constitute Presence of a Quorum

Some members of the TDLCB are not located within Marion County and either must drive a long distance or must conference call into the TDLCB meetings. While there is nothing that expressly prohibits any member from participating via telephone, it has never been addressed in the TDLCB by-laws. TPO staff proposes to address this issue by adding language to the by-laws that would allow for call-in participants to be counted as members of a quorum.

Example: TDLCB members not located within Marion County will be permitted to teleconference into meetings and that participation shall constitute attendance when determining the presence of a quorum.

If you have any questions regarding this proposal please contact me in our office at (352) 629-8297.

FLCTD

Annual Operations Report

Section I: Face Sheet

County: Marion	Fiscal Year: July 1, 2015 - June 30, 2016
Status: Submitted to FLCTD	
Report Date:	06/15/2016
Period Covered:	July 1, 2015 - June 30, 2016
Coordinator's Name:	Marion Senior Services, Inc.
Address:	1101 SW 20th Court
City:	Ocala
Zip Code:	34471
Service Area:	Marion
Contact Person:	Tom Wilder
Title:	Transportation Director
Phone:	(352) 620 - 3519
Fax:	(352) 620 - 3504
Email:	twilder@marionseniorservices.org
Network Type:	Partial Brokerage
Organization Type:	Private Non-Profit

CTC Certification:

I, Tom Wilder, as the authorized Community Transportation Coordinator (CTC) Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.

CTC Representative (signature)

LCB Statement:

I, _____, as the local Coordinating Board Chairperson, hereby, certify in accordance with Rule 41-2.007(7) F.S. that the local Coordinating Board has reviewed this report and the Planning Agency has received a copy.

LCB Signature

FLCTD

Annual Operations Report

Section II: General Info

County: **Marion**

Fiscal Year: **July 1, 2015 - June 30, 2016**

Status: Submitted to FLCTD

Section II: Coordinated System General Information

1. Provider Listing (include the CTC, if the CTC provides transportation services)

Number of Private Non-Profits: 2

Number of Private For-Profits: 0

Public Entities:

School Board: 0

Municipality: 0

County: 0

Transit Authority: 0

Other: 0

Total: 2

2. How many of the providers listed in 1 are coordination contractors?

1

FLCTD

Annual Operations Report

Section III: Passenger Trip Info

County: Marion	Fiscal Year: July 1, 2015 - June 30, 2016		
Status: Submitted to FLCTD			
Section III: Passenger Trip Information			
1a. One-Way Passenger Trips			
Type of Service	Service Area		
Fixed Route/Fixed Schedule	Within	Outside	Total
Daily Trip Tickets	0	0	0
Weekly Passes	0	0	0
Monthly Passes	0	0	0
Deviated Fixed Route Service	0	0	0
Paratransit			
Ambulatory	87108	0	87108
Non-Ambulatory	32259	0	32259
Stretcher	0	0	0
Other Services			
School Board Trips	0	0	0
Total Trips	119367	0	119367
1b. How many of the total trips were provided by contracted transportation providers (do not include the CTC, if the CTC provides transportation services)?			0
1c. How many of the total trips were provided by coordination contractors?			30157
2. One-Way Trips by Funding Source			
Agency for Health Care Administration	11262		
Agency for Persons with Disabilities	30157		
Agency for Workforce Innovation	0		
Commission for the Transportation Disadvantaged	27424		
Department of Children and Families	0		
Department of Community Affairs	0		
Department of Education	0		
Department of Elder Affairs	0		
Department of Health	0		

Department of Juvenile Justice	0
Florida Department of Transportation	33686
Local Government	16838
Local Non-Government	0
Other Federal Programs	0
Total:	119367
3. One-Way Trips by Passenger Type	
Was this information obtained by sampling?	no
Elderly	
Low Income:	7853
Disabled:	21392
Low Income and Disabled:	10636
Other:	17240
Children	
Low Income:	1350
Disabled:	852
Low Income and Disabled:	9147
Other:	30
Other	
Low Income:	4078
Disabled:	39346
Low Income and Disabled:	1698
Other:	5745
Total:	119367
4. One-Way Passenger Trips - by Purpose	
Was this information obtained by sampling?	no
Medical Purpose	63177
Employment Purpose	431
Education/Training/Daycare Purpose	34032
Nutritional Purpose	14031
Life-Sustaining/Other Purpose	7696
Total:	119367
5. Unduplicated Passenger Head Count	
5a. Paratransit/Deviated Fixed Route/ School Brd	3224

5b. Fixed Route	0
Total:	3224
6. Number of Unmet Trip Requests	553
Unmet Trip Requests by Type of Trip	
Unmet Medical	490
Unmet Employment	1
Unmet Education/Training/Daycare	8
Unmet Nutritional	11
Unmet Life-Sustaining/Other	43
Reason Trip was Denied (Optional)	
Lack of Funding:	0
Lack of Vehicle Availability:	0
Lack of Driver Availability:	0
Other:	0
7.) Number of Passenger No-shows	2774
Passenger No-Shows by Funding Source (optional)	
CTD:	899
AHCA:	683
AWI:	0
DCF:	0
APD:	0
DOE:	0
DOEA:	0
Other:	1192
8. Complaints	
Complaints by Service	12
Complaints by Policy	0
Complaints by Vehicle	1
Complaints by Other	0
Complaint Total:	13
9. Commendations	
Commendations by CTC	0

Commendations by Transportation Providers	2
Commendations by Coordination Contractors	0
Total Commendations:	2

FLCTD

Annual Operations Report

Section IV: Vehicle Info

County: Marion		Fiscal Year: July 1, 2015 - June 30, 2016	
Status: Submitted to FLCTD			
Section IV: Vehicle Information			
1. Mileage Information			
	Vehicle Miles		Revenue Miles
CTC:	938598		856672
Transportation Providers:	0		0
Coordination Contractors:	210998		210998
School Bus Utilization Agreement:	0		0
Total:	1149596		1067670
2. Roadcalls	51		
3. Accidents			
	Chargeable		Non-Chargeable
Total Accidents Person Only:	0		0
Total Accidents Vehicle Only:	2		2
Total Accidents Person & Vehicle:	0		0
Total Accidents:	2		2
Grand Total:	4		
4. Total Number of Vehicles	66		
		Count	Percentage
a. Total vehicles that are wheelchair accessible:		0	0.00%
b. Total vehicles that are stretcher equipped:		0	0.00%

FLCTD

Annual Operations Report

Section V: Employee Info

County: Marion	Fiscal Year: July 1, 2015 - June 30, 2016
Status: Submitted to FLCTD	
Section V: Employee Information	
1. CTC and Transportation Provider Employee Information	
	Hours
Full-Time Drivers 39	75701
Part-Time Drivers 0	0
Volunteer Drivers 0	0
	Total Hours: 75701
Maintenance Employees 0	
Dispatchers 2	
Schedulers 1	
Call Intake/Reserv./Cust. Serv. 3	
Other Operations Employees 0	
	Hours
Other Volunteers 0	0
Administrative Support 2	
Management Employees 5	
Total 52	
2. Coordination Contractors Employee Information	
	Hours
Full-Time Drivers 4	8320
Part-Time Drivers 11	11440
Volunteer Drivers 0	0
	Total Hours: 19760
Maintenance Employees 0	
Dispatchers 0	
Schedulers 0	
Call Intake/Reserv./Cust. Serv. 0	

Other Operations Employees	0	
		Hours
Other Volunteers	0	0
Administrative Support	1	
Management Employees	1	
Total	17	
		TOTAL HOURS: 95461

FLCTD

Annual Operations Report

Section VI: Revenue Sources

County: Marion		Fiscal Year: July 1, 2015 - June 30, 2016	
Status: Submitted to FLCTD			
Section VI: Financial Data			
1. Detailed Revenue and Trips Provided by Funding Source			
Revenue Source	CTC and Transportation Providers	Coordination Contractors	TOTAL REVENUES
Agency for Health Care Administration			
Medicaid Non-Emergency	\$0.00	\$0.00	\$0.00
Medicaid Non-Emergency (under fixed fee service with AHCA)	\$462,139.00	\$0.00	\$462,139.00
Agency for Persons with Disabilities			
Comm Care for Dis Adults/Aging & Adult Services	\$0.00	\$0.00	\$0.00
Developmental Services	\$0.00	\$257,235.00	\$257,235.00
Other (specify)	\$0.00	\$0.00	\$0.00
Agency for Workforce Innovation			
WAGES/Workforce Board	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Commission for the Transportation Disadvantaged			
Non-Sponsored Trip Program	\$822,215.00	\$0.00	\$822,215.00
Non-Sponsored Cap. Equip.	\$0.00	\$0.00	\$0.00
Rural Capital Equip.	\$0.00	\$0.00	\$0.00
TD Other (specify)	\$0.00	\$0.00	\$0.00
Department of Children and Families			
Alcohol, Drug Abuse & Mental Health Program	\$0.00	\$0.00	\$0.00
Family Safety & Preservation	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Department of Community Affairs			
Community Services	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Department of Education			
Carl Perkins Vocational Ed. Act	\$0.00	\$0.00	\$0.00
Division of Blind Services	\$0.00	\$0.00	\$0.00

Vocational Rehabilitation	\$0.00	\$0.00	\$0.00
Day Care Programs	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Department of Elder Affairs			
Older Americans Act	\$0.00	\$0.00	\$0.00
Community Care for the Elderly	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Department of Health			
Children's Medical Services	\$0.00	\$0.00	\$0.00
Office of Disability Deter.	\$0.00	\$0.00	\$0.00
County Public Health Unit	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00
Department of Juvenile Justice			
(specify)	\$0.00	\$0.00	\$0.00
Department of Transportation			
49 USC 5307 (Section 9)	\$0.00	\$0.00	\$0.00
49 USC 5310 (Section 16)	\$346,127.00	\$0.00	\$346,127.00
49 USC 5311 (Section 18)	\$847,524.00	\$0.00	\$847,524.00
49 USC 5311(f) (Section 18i)	\$0.00	\$0.00	\$0.00
Block Grant	\$0.00	\$0.00	\$0.00
Service Development	\$0.00	\$0.00	\$0.00
Commuter Assistance Program	\$0.00	\$0.00	\$0.00
Other DOT (Specify)	\$0.00	\$0.00	\$0.00
Local Government			
School Board Service	\$0.00	\$0.00	\$0.00
Complementary ADA Service	\$391,468.00	\$0.00	\$391,468.00
County Cash	\$1,058,819.00	\$0.00	\$1,058,819.00
County In-Kind	\$0.00	\$0.00	\$0.00
City Cash	\$0.00	\$0.00	\$0.00
City In-Kind	\$0.00	\$0.00	\$0.00
Other Cash (specify)	\$0.00	\$0.00	\$0.00
Other In-Kind (specify)	\$0.00	\$0.00	\$0.00
Local Non-Government			
Farebox	\$90,922.00	\$0.00	\$90,922.00
Donations, Contributions	\$0.00	\$13,660.00	\$13,660.00
In-Kind Services	\$0.00	\$0.00	\$0.00
Other Non-Government	\$6,000.00	\$0.00	\$6,000.00
Other Federal or State Programs			

(specify)	\$0.00	\$0.00	\$0.00
(specify)	\$0.00	\$0.00	\$0.00
(specify)	\$0.00	\$0.00	\$0.00
GRAND TOTAL:	\$4,025,214.00	\$270,895.00	\$4,296,109.00

FLCTD

Annual Operations Report

Section VII: Expense Sources

County: Marion		Fiscal Year: July 1, 2015 - June 30, 2016	
Status: Submitted to FLCTD			
Section VII: Financial Data			
2. Expense Sources			
Expense Item	Community Transportation Coordinator	Coordination Contractor	TOTAL EXPENSES
Labor (501):	\$1,244,241.00	\$128,860.00	\$1,373,101.00
Fringe Benefits (502):	\$365,632.00	\$21,868.00	\$387,500.00
Services (503):	\$349,640.00	\$0.00	\$349,640.00
Materials and Supplies Cons. (504):	\$357,807.00	\$51,698.00	\$409,505.00
Utilities (505):	\$24,449.00	\$8,945.00	\$33,394.00
Casualty and Liability (506):	\$134,751.00	\$36,294.00	\$171,045.00
Taxes (507):	\$785.00	\$0.00	\$785.00
Purchased Transportation Services (508)			
Bus Pass Expenses:	\$0.00	\$0.00	\$0.00
School Bus Expenses:	\$0.00	\$0.00	\$0.00
Other:	\$0.00	\$26,507.00	\$26,507.00
Miscellaneous (509):	\$15,970.00	\$0.00	\$15,970.00
Interest (511):	\$444.00	\$0.00	\$444.00
Leases and Rentals (512):	\$17,880.00	\$0.00	\$17,880.00
Annual Depreciation (513):	\$469,026.00	\$46,107.00	\$515,133.00
Contributed Services (530):	\$0.00	\$0.00	\$0.00
Allocated Indirect Expenses:	\$0.00	\$58,360.00	\$58,360.00
GRAND TOTAL:	\$2,980,625.00	\$378,639.00	\$3,359,264.00

Florida Commission for the



**Transportation
Disadvantaged**

APPLICATION AND PROGRAM MANUAL

FOR THE

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE
PROGRAM GRANT

2016/2017

Issued By:

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

605 Suwannee Street, Mail Station 49

Tallahassee, Florida 32399-0450

850-410-5700

Fax - 850-410-5752

Internet <http://www.dot.state.fl.us/ctd>

PART III

APPLICATION FORMS

EXHIBIT A	Grant Application (Application Form)
EXHIBIT B	Grant Application (Proposed Project Funding)
EXHIBIT C	Grant Application (Scope)
EXHIBIT D	Grant Application (Authorizing Resolution)
EXHIBIT E	Grant Application (Standard Assurances)
EXHIBIT F	Grant Application (Inventory)
EXHIBIT G	Estimated cost of equipment requested.

Completed by:

Tom Wilder, Transportation Director
Marion Senior Services, Inc. d/b/a Marion Transit
1101 S.W. 20th Court
Ocala, Florida 34471

352-620-3519
Fax 352-629-6122

www.marionseniorservices.org

EXHIBIT A

Commission for the Transportation Disadvantaged Grant Application Form for the Shirley Conroy Rural Area Capital Assistance Program Grant

1. DATE SUBMITTED: July 29, 2016
2. LEGAL NAME OF APPLICANT: Marion Senior Services, Inc. d/b/a Marion Transit
3. FEDERAL IDENTIFICATION NUMBER: 23-7362750
4. REMITTANCE ADDRESS: 1101 SW 20th Court
5. CITY AND STATE: Ocala, Florida ZIP CODE: 34471
6. CONTACT PERSON FOR THIS GRANT: Mr. Tom Wilder, Transportation Director
7. PHONE NUMBER: 352-620-3519 FAX NUMBER: 352-629-6122
8. E-MAIL ADDRESS: twilder@marionseniorservices.org
9. PROJECT LOCATION [County]: Marion County, Florida
10. PROPOSED START DATE: September 1, 2016 ENDING DATE: June 30, 2017
11. ESTIMATED PROJECT FUNDING REQUESTED:
Grant Funds \$ 197,726.38
Local \$ 21,969.60
TOTAL \$ 219,695.98

12. I hereby certify that this document has been duly authorized by the governing body of the applicant, and the applicant intends to complete the project, and to comply with any attached assurances if the assistance is awarded.

Jennifer Martinez, Executive Director

TYPED NAME OF AUTHORIZED REPRESENTATIVE AND TITLE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

13. **Local Coordinating Board Approval**

I hereby certify that this grant has been reviewed in its entirety by the

Transportation Disadvantaged Local Coordinating Board.

X _____ James Hilty, Chairman

COORDINATING BOARD CHAIRPERSON'S SIGNATURE

DATE

EXHIBIT B

PROPOSED PROJECT FUNDING

- I. Project Description and Cost – Include a copy of the TRIPS vehicle order form used to determine price or quote received for other capital equipment to document cost.

Capital equipment - **Prioritize based on need.**

If vehicle, specify type of vehicle and fuel type
(gas, diesel, alternative)

1. Hybrid Mobile Digital Video Recording System \$ 63,087.98
Cameras, software, components and hardware plus
installation that provides live stream video from buses.
2. Two (2) Chevrolet 23' Option gas Cutaway Buses
with 10 ambulatory seats and 6 wheel chair
tie-down systems, lift and accessories.
\$ 153,008.00
3. Three (3) DELL Desktop dual monitor computers
for Dispatch @ \$1200.00 \$ 3,600.00

Total Project Cost \$ 219,695.98

II. Funding Participation

- A. Transportation Disadvantaged
Trust Funds (90%) * \$ 197,726.38
- B. Local Match (10%) * \$ 21,969.60
- C. **Total Project Cost** \$ 219,695.98

* If REDI, include 100% of the total project cost on the Transportation Disadvantaged Trust Funds line and "REDI" on the Local Match line.

EXHIBIT C

SCOPE

The mission of Marion Senior Services, Inc. d/b/a Marion Transit Services is to provide quality transportation services to Marion County residents who may not otherwise have access to transportation in order to help maintain their independence. The mission for this project is to provide residents who live in rural parts of the county opportunities to receive medically necessary and life-sustaining services.

Who:

Marion Transit is a Division of Marion Senior Services, Inc. established in 1973. We are a private not-for-profit 501(c)(3) agency who serves as the Marion County Community Transportation Coordinator. We do not discriminate by race, sex, age, sexual orientation or heritage and are governed by Florida State Statute Chapter 427 and Rules 14-90 and 41-2.

What:

We schedule over 350 trips a day to meet the transportation needs of our disadvantaged citizens. Trips include medical appointments, life-sustaining nutritional needs, employment related services, education and recreation. Door to door transportation services are provided to qualified clients that include the elderly and persons with disabilities. We currently have 49 active buses in our fleet and 20 have over 150,000 miles with another 11 over 100,000 miles. It is our experience that once the vehicles reach the 150,000 mile threshold, the maintenance costs increase dramatically.

1. We are always mindful of the safety of all our passengers especially those who are disabled. Cameras mounted in the buses capable of transmitting a live signal to the dispatch center will provide Marion Transit and our passengers with another level of safety should an accident occur or incident where the driver becomes unable to radio for help especially in the rural areas of the county. Dispatchers will be able to monitor buses visually and immediately contact emergency services should an incident occur thus reducing response times of those emergency personnel. This project to cost to outfit our remaining fleet with cameras, video recorders and hardware capable of transmitting the signal back to dispatch is \$63,087.98.

2. We are requesting two 23' Chevrolet cutaway buses equipped with wheelchair lift, 10 ambulatory seats and 6 wheelchair positions. One bus will be used to open a new route and the other bus used to retire one of our older, high mileage vehicles. Our intent is to develop services in the Southwest portion of Marion County in and around the Dunnellon area where there is a need for transportation of the disadvantaged. Recently Heart of Florida Health Center opened a clinic in Dunnellon and Marion Senior Services is intending to open a congregate dining facility for Dunnellon residents. Marion Transit would then be available to provide the transportation by opening a new route to meet these medical and nutritional needs. Each bus is estimated with equipment at \$76,504.00 for a total of \$153,008.00.

3. Computers in the dispatch center are near end of life and should be upgraded to provide better efficiency and monitoring of buses. Real-time bus locations will also be mapped and available with the video system. This will increase the efficiency of the dispatchers and assist in reducing the dwell time of our passengers. This project would consist of three (3) workstation computers with dual monitors. Each dispatch work station is estimated at \$1200.00 each totaling \$3,600.00.

Where:

Marion Transit operates within the boundaries of Marion County, Florida to include the Cities of Ocala, Dunnellon, Belleview and town sites of Reddick and McIntosh which encompasses some 1652 square miles (5th largest county in Florida) of which the majority is unincorporated and considered rural. From July 2015 thru June 2016, our fleet of rural buses traveled over one million miles within Marion County. The requested buses and equipment will be utilized to those residents who reside in non-urbanized, rural areas of Marion County specifically meeting their transportation needs that may not be available to them otherwise.

When:

Immediately following the approval and execution of the grant agreement, Marion Transit will initiate the order process. The project will begin upon receipt of the equipment and conclude by June 30, 2017.

How:

An additional route utilizing the new bus will be added in Southwest Marion County for the purpose of meeting the transportation needs of those disadvantaged citizens living there. Overall efficiency and passenger safety will increase with the installation of live feed cameras in our buses along with necessary computers in the dispatch center.

Why:

Marion County is the 5th largest county in the State of Florida in land mass with over 1652 square miles and is the 15th (of 67) most populous county with over 340,000 residents. We are known to have an aging population with more than 26% of our population being over 65 years of age. 18% of our population is considered to be living in poverty and may be transportation disadvantaged. The purchase of this capital equipment will allow us to increase our overall rider safety, efficiency and current routes especially in the rural Southwest corner of Marion County. It will also allow us to partner with Heart of Florida Health Center a not-for-profit who provides a clinic in the area and Marion Senior Services, Inc. is planning to open a congregate dining facility in the area. Because of the rural make-up of the county providing transportation to this area of the county will greatly assist those residents who currently must travel a lengthy time in to the Ocala area for service by greatly reducing their travel time.

Status of 2014/2015 and 2015/2016 Grants:

2014/2015 - Marion Senior Services, Inc. d/b/a Marion Transit was awarded the Shirley Conroy Rural Area Capital Assistance Program Grant for two cutaway vehicles. They were purchased and are currently being used in our fleet. Total grant award was: \$153,520.00. We expended an additional \$780.00 (total project cost = \$154,300) which Marion Senior Services, Inc. paid.

2015/2016 – Marion Senior Services, Inc. d/b/a Marion Transit did not apply for this grant.

EXHIBIT D

AUTHORIZING RESOLUTION

A RESOLUTION of the BOARD OF DIRECTORS of Marion Senior Services, Inc., hereinafter BOARD, hereby authorizes the filing of a Shirley Conroy Rural Area Capital Assistance Program Grant Application with the Florida Commission for the Transportation Disadvantaged.

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

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

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Ms. Jennifer Martinez, Executive Director to file and execute the application on behalf of Marion Senior Services, Inc. with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is:
Jean Imes, Chairperson.
4. The BOARD authorizes Jennifer Martinez, Executive Director to sign any and all agreements or contracts which are required in connection with the application.
5. The BOARD authorizes Jennifer Martinez, Executive Director to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

DULY PASSED AND ADOPTED THIS _____ DAY OF _____

BOARD OF DIRECTORS

Jean Imes

Typed name of Chairperson

Signature of Chairperson

ATTEST: _____

Signature _____

EXHIBIT E

STANDARD ASSURANCES

The recipient hereby assures and certifies that:

- (1) The recipient will comply with the federal, state, and local statutes, regulations, executive orders, and administrative requirements which relate to discrimination on the basis of race, color, creed, religion, sex, age, and handicap with respect to employment, service provision, and procurement.
- (2) Public and private for-profit, transit and paratransit operators have been or will be afforded a fair and timely opportunity by the local recipient to participate to the maximum extent feasible in the planning and provision of the proposed transportation planning services.
- (3) The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.
- (4) The recipient intends to accomplish all tasks as identified in this grant application.
- (5) The recipient is aware that the Shirley Conroy Rural Area Capital Assistance Program Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation such as the vendor's invoice preferably reflecting a zero balance due or a copy of the cancelled check along with the vendor's invoice. If this project consists of a vehicle purchase, the application for title reflecting the Commission as the first lienholder is also required.
- (6) The recipient is aware that the approved project must be complete by June 30, 2017, which means the equipment must be received by that date or reimbursement will not be approved.
- (7) Transportation Disadvantaged Trust Funds will not be used to supplant or replace existing federal, state, or local government funds.
- (8) All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the Florida Department of Transportation's Guidelines for Acquiring Vehicles on file with the Commission on July 1, 2016, or criteria set forth by any other federal, state, or local government agency.
- (9) Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 and Chapter 427, Florida Statutes.

(10) If capital equipment is purchased through this grant, the demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- (a) response time,
- (b) fares,
- (c) geographic service area,
- (d) hours and days of service,
- (e) restrictions on trip purpose,
- (f) availability of information and reservation capability, and
- (g) contracts on capacity or service availability.

In accordance with 49 CFR Part 37, public entities operating demand response systems for the general public which receive financial assistance under 49 U.S.C. 5310 or 5311 of the Federal Transit Administration (FTA) have filed a certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds have also filed a certification with the appropriate program office. Such public entities receiving FTA funds under any other section of the FTA have filed a certification with the appropriate FTA regional office.

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

Date: _____ Signature: _____

Name: Jennifer Martinez

Title: Executive Director

EXHIBIT F

CURRENT VEHICLE INVENTORY FORM

Name of CTC: _____

Model Year	Chassis Make And Model	VIN (17-digits)	Maximum Ambulatory/ Maximum Wheelchair Passengers	Average Vehicle Miles Per Year	Current Mileage As Of (Date)	Anticipated Retire Year	Source of Funding

NOTE: Identify the Vehicle(s) that would be replaced with this or other grants by placing * next to the model year.



October 11, 2016

TO: TDLCB Members

FROM: Kenneth Odom, Transportation Planner

RE: Transportation Disadvantaged – 2016 Planning Grant

The TD Grant is intended to provide financial assistance to accomplish the duties and responsibilities of the official planning agency, the Ocala/Marion County TPO, as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Program Manual for Transportation Disadvantaged Planning Related Services. The grant allocation for the 2017 fiscal year is in the amount of \$25,874.00 and the Ocala/Marion County TPO will be entering into a contract with the Florida Commission for the Transportation Disadvantaged by receiving those funds.

If you have any questions prior to the upcoming meeting, please contact our office at 629-8297.

Cooperative and comprehensive planning for our transportation needs
Marion County • City of Belleview • City of Dunnellon • City of Ocala

121 S.E. Watula Avenue • Ocala, Florida 34471
Telephone: (352) 629-8297 • Fax: (352) 629-8240 • www.ocalamariontpo.org

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: City of Ocala-Marion County MPO
 Type of Non-state Organization: Local Government
 (i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)
 Awarding Agency: Commission for the Transportation Disadvantaged
 Title of State Project: Transportation Disadvantaged Planning Program
 Catalog of State Financial Assistance (CSFA) Number: 55.002
 Contract/Grant/Agreement Number: G0C67

PART A

<u>YES</u>	<u>NO</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Is the non-state organization a district school board, charter school, community college, public university, government outside of Florida, or a Federal agency?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ¹ resources that meet all of the following criteria?
<input type="checkbox"/>	<input type="checkbox"/>	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
<input type="checkbox"/>	<input type="checkbox"/>	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
<input type="checkbox"/>	<input type="checkbox"/>	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

¹ MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If **any** of 1-4 above is **yes**, the recipient/vendor relationship determination does not need to be completed because **the FSAA is not applicable to the non-state organization**.

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES **NO**

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Does State law or legislative proviso create the non-state organization to carry out this State Project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Is the non-state organization required to provide matching resources not related to a Federal Program? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.) |

If **any** of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization **is** subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the response above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization.

(Check one) **Recipient/Subrecipient:** ☒ **Vendor:** ☐ **Exempt Organization:** ☐

Comments:

Print Name: Bill Hearndon

Telephone Number: 850-410-5713

Title: Project Manager

Signature: 

Date: 06/30/2014

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1 (DFS-A2-CL), must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state entity.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060 or Suncom 293-3060. Reference may be made to Rule 69I-5, FAC.

DFS-A2-NS

July 2005

Rule 69I-5.006, FAC

SAMAS Approp:	108846	Fund:	TDTF	FM/Job No(s)	43202911401
SAMAS Obj.:	7750075	Function:	035	CSFA No.	55.002
Org Code:	55 12 00 00 952	Contract No.:	G0C67	Vendor No.:	59-6000392

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478, hereinafter called the Grantee.

WITNESSETH:

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 carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency 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 financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Program Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: 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 applicable laws.

2.20 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.

2.30 Funds of the Agency: The Grantee will provide the necessary funds for the completion of the Project.

2.40 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 and 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 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.

2.50 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 Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2016-17 Planning Grant Program Manual.

3.00 Total Project Cost: The total estimated cost of the Project is \$25,870.00. This amount is based upon the budget 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 Article 11.00 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 \$25,870.00 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: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures 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 Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 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 Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by quarter 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".

7.00 Accounting Records, Audits and Insurance:

7.10 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 financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such 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.

7.20 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 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.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all 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.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 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 Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 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) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

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

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

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

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

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, 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.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Commission funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

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

8.13 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2017.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions 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:

8.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

8.22 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;

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

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

8.25 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

8.26 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.

8.30 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 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 "C".

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted 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 3A-24, 41-2, and 60A-1 Florida Administrative Code, and the Program Manual for Planning Related Services is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A."

8.60 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 sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 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 hereof, 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.

9.20 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.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 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.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, 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.

12.00 Contracts of the Grantee:

12.10 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 contracts or amendments thereto, with any third party with respect to the Project without being able to provide 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 Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Agency complying in full with provisions of section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services 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.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any Project, 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.

13.20 Title VI - Civil Rights Act of 1964: The Grantee will 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 Agency pursuant thereto.

13.30 Prohibited Interests:

13.31 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.

13.32 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.

13.33 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.

13.34 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.

13.35 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.

13.40 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 it may be amended from time to time.

13.50 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 paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 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.

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

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

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Not applicable.

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

14.30 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.

14.40 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.

14.50 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.

14.60 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 law: Provided, that if any of the provisions of the Agreement violate any applicable State 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 Agency to the end that the Grantee may proceed as soon as possible with the Project.

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. If applicable, 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.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2017. 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 Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which all required tasks have been completed, 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, 2017.

19.00 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.

20.00 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.

21.00 Vendors and Subcontractors Rights: Vendors (in this document identified as 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 20 days to deliver a request for payment (voucher) to the Department of Financial Services. 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 thirty-five (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 Financial 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 or toll free (877) 693-5236.

21.20 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 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 1 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 subsection 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.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT DATE	July 25, 2016

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

**GRANTEE: CITY OF OCALA/MARION
COUNTY MPO**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: 

BY: 

TITLE: TRANSPORTATION PLANNER

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	
DATE	July 25, 2016

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478.

I. PROJECT LOCATION: Marion County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2016-17 Planning Grant Program Manual. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the LCB.

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A: **Weighted value = 15%**
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:
Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:**Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Operator payments should be addressed as a standard agenda item for each LCB meeting, where operators are utilized by the CTC to provide services.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

TASK 4:**Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:**Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 6:**Weighted value = 4%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:**Weighted value = 4%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 8:**Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9:**Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:**Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s). 43202911401

CONTRACT NO. G0C67

AGREEMENT

DATE July 25, 2016

EXHIBIT "B" PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478.

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, Commission policies, and the Fiscal Year 2016-17 Planning Grant Program Manual. For the required services, compensation shall be the total maximum limiting amount of \$25,870.00 for related planning services in Marion County(ies)

Task 1	17%	\$4,397.90
Task 2	15%	\$3,880.50
Task 3	40%	\$10,348.00
Task 4	4%	\$1,034.80
Task 5	4%	\$1,034.80
Task 6	4%	\$1,034.80
Task 7	4%	\$1,034.80
Task 8	4%	\$1,034.80
Task 9	4%	\$1,034.80
Task 10	4%	\$1,034.80
TOTAL:		100% \$25,870.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged
State Funds (100%)

\$25,870.00

Total Project Cost

\$25,870.00

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 16/17 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	
DATE	July 25, 2016

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as Coordinating Board minutes, by-laws, grievance procedure, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

Florida Commission for the Transportation Disadvantaged
Attn: Project Manager
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in section 187.017(1)(a), Florida Statutes.

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	
DATE	July 25, 2016

EXHIBIT "D"

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)
PLANNING GRANT PROGRAM

CSFA Number: 55.002

***Award Amount:** \$25,870.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 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 55.002 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>

TO: PT952EM@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0C67
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0C67		Contract Type:		Method of Procurement:	
Vendor Name: OCALA MARION MPO					
Vendor ID: VF596000392011					
Beginning date of this Agmt: 07/01/16					
Ending date of this Agmt: 06/30/17					

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT *CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT	YEAR
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		

Action:		Funds have been: APPROVED			
55 120000952	*AB	*751000	*	25870.00	*43202911401 *615 *
2017		*55100100			*108846/00
A001		*00	*		*0001/04

TOTAL AMOUNT:		*\$	25,870.00 *		

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/01/2016

Resolution
No. 16-04

A RESOLUTION OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION
AUTHORIZING THE DIRECTOR TO EXECUTE THE FY
2016/2017 TRANSPORTATION DISADVANTAGED PLANNING
GRANT

WHEREAS, the Ocala/Marion County Transportation Planning Organization (TPO) is responsible for the coordinated, comprehensive and continuing transportation planning process for Marion County, and

WHEREAS, the Ocala/Marion County Transportation Planning Organization (TPO) is responsible for transportation planning and programming activities for Ocala/Marion County, as set forth in Chapter 339.175, Florida Statutes; and

WHEREAS, as per Chapter 427.015, Florida Statutes, the TPO is the designated official planning agency for the administration of the Transportation Disadvantaged program; and

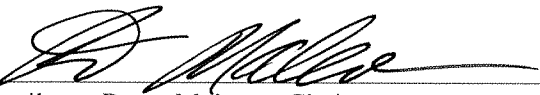
WHEREAS, the Commission for the Transportation Disadvantaged provides planning funds on an annual basis; and

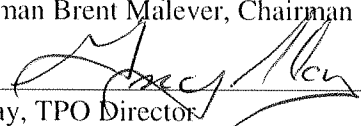
NOW THEREFORE BE IT RESOLVED by the Ocala/Marion County Transportation Planning Organization that:

The TPO authorizes the TPO Director to execute the FY 2016/17 CTD planning grant in the amount of \$25,874.

CERTIFICATE

The undersigned duly qualified Chairman of the Ocala/Marion County Transportation Planning Organization hereby certifies the foregoing is a true and correct copy of the resolution adopted at a legally convened public meeting of the Ocala/Marion County Transportation Planning Organization held this 7th day of July 2016.

By: 
Councilman Brent Malever, Chairman

Attest: 
Greg Slay, TPO Director



TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Ocala Citizens Service Center
201 SE 3rd Street, Ocala FL 34471
June 16, 2016

MINUTES

Members Present:

Councilman James Hilty, Chairman
Jeffrey Askew
Susan Hanley
Jo Santiago (*joined via conference call 2:03pm*)
Kathleen Woodring
Tracey Alesiani
Millie Chervoni (*for Benjamin Akinola*)

Members Not Present:

Benjamin Akinola
Charmaine Anderson
Meaghan Crowley

Others Present:

John Voges, TPO Staff
Shakayla Jacobs, TPO Staff
Donna Hersom, Marion Transit Services
Tom Wilder, Marion Transit Services

Item 1. Call to Order and Roll Call

Chairman James Hilty called the meeting to order at 2:00 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 and Facebook page.

Item 3. FY 2017 Proposed Trip Rate for Marion Transit Services

Mr. Voges presented the FY 2017 Proposed Trip Rate for Marion Transit Services. 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. For the current year, MTS proposed a slight decrease in the per-mile charge for ambulatory and wheelchair patients with no increase for stretcher patients. Trip Rate Calculations proposed rates were as follows:

Ambulatory Per Mile Current: \$3.96 Proposed Rate: \$3.27 (-17.5%)

Wheelchair Per Mile Current: \$6.79 Proposed Rate: \$5.61 (-17.4%)

Stretcher (contracted) Per Mile Current: \$10.00 Proposed: \$10.00

Mr. Askew asked about the rates associated to gasoline prices. Mr. Voges said MTS would not be doing as much contracting out and also anticipated lower costs in other areas while maintaining the same amount of service.

Mr. Askew asked about the increase of operating services expenditures. Ms. Hersom said there was an increase of funding from the Transportation Disadvantage Commission and MTS was able to provide more services due to the increase of funding.

Ms. Woodring made a motion to approve the FY 2017 Proposed Trip Rate for Marion Transit Services. Mr. Askew seconded and the motion was unanimously approved.

Item 4. Approval of Meeting Minutes - July 16, 2015 Meeting

Mr. Askew made a motion to approve the minutes from the July 16, 2015 meeting. Ms. Woodring seconded and the motion was unanimously approved.

Item 5. Comments by TDLCB Members

There were no comments by TDLCB Members.

Item 8. Comments by CTC

Ms. Hersom announced that she was resigning and introduced Mr. Tom Wilder as the new Transportation Director.

Item 9. Comments by TPO Staff

There were no further comments by TPO staff.

Item 10. Public Comment

There were no comments from the public.

Item 11. Adjournment

The meeting was adjourned at 2:09 p.m. by Chairman Hilty.

Respectfully Submitted By:

Shakayla Jacobs, TPO Administrative Assistant