



metroplan orlando

*A REGIONAL TRANSPORTATION PARTNERSHIP*

# TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD **AGENDA**

August 11, 2016 @ 10:00 a.m.

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ORANGE/ OSCEOLA/ SEMINOLE COUNTIES JOINT TRANSPORTATION  
DISADVANTAGED LOCAL COORDINATING BOARD

DATE: Thursday, August 11, 2016  
TIME: 10:00 a.m.  
LOCATION: David L. Grovdahl Board Room  
250 S. Orange Avenue, Suite 200  
Orlando, Florida 32801



Wireless access available  
Network = metroplan  
Password = mpoaccess

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Commissioner Pete Clarke, Chairperson, Presiding

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AGENDA

- I. CALL TO ORDER - Commissioner Clarke
- II. PLEDGE OF ALLEGIANCE
- III. INTRODUCTIONS
- IV. CONFIRMATION OF QUORUM - Ms. Cathy Goldfarb
- V. AGENDA REVIEW & ANNOUNCEMENTS- Ms. Virginia Whittington
- VI. PUBLIC COMMENTS ON ACTION ITEMS

Comments from the public will be heard pertaining to Action Items on the agenda for this meeting. People wishing to speak must complete a "Speakers Introduction Card" at the reception desk. Each speaker is limited to two minutes.

VII. CONSENT AGENDA

- A. Approval of minutes of previous meeting (May 12, 2016) TAB 1  
The minutes of the May 12, 2016 Transportation Disadvantaged Local Coordinating Board meeting are included at Tab 1 for approval.

## **VIII. PRESENTATIONS & STATUS REPORTS**

### **A. Quality Assurance Task Force (QATF) Report**

Ms. Marilyn Baldwin, Chair of the QATF, will report on the July 19, 2016 meeting.

### **B. Presentation on Access LYNX Special Mobility Needs Sensitivity Training Train the Trainer Project**

Mr. Rob Gregg, Director of Transit Management and Innovation at the Center for Urban Transportation Research (CUTR) within the University of South Florida, will provide an overview of the purpose and efforts to develop a "train the trainer" program to meet the specialized needs of seniors and persons with disabilities utilizing services provided and coordinated by LYNX. A general program framework will be described and TDLCB participation will be sought to include an online survey.

### **C. Report on ACCESS LYNX Grant Application Submission(s)**

Ms. Belinda Balleras, LYNX, will provide an overview of recent grant submissions and how a successful award would lead to improvements in service quality.

### **D. Request for Input on 2017 Legislative Priorities**

Mr. Virginia Whittington, MetroPlan Orlando, will seek guidance from the LCB on any potential legislative priorities to be recommended to the MetroPlan Orlando board for the 2017 legislative session.

## **IX. WORKSESSION**

### **A. ACCESS LYNX Operations and Administration**

Mr. Tim May, LYNX staff, will provide an overview of ACCESS LYNX Administration and Operations. This presentation will provide insight into important administrative factors including how reservations are made, how trips are scheduled and allocated, and how eligibility for service is determined. Additionally, staff will provide an overview of essential operations factors including planning, transportation availability, service monitoring, billing, and reporting requirements.

## **X. GENERAL INFORMATION**

**TAB 2**

### **A. LYNX/Community Transportation Coordinator (CTC) Update**

Report on current and ongoing operations.

### **B. Planning Grant Update**

A copy of the FY 2016-17 planning grant agreement is provided for use and information. Quarterly progress reports as outlined in the planning grant agreement will be provided as they are completed.

### **C. Report of Operator Payments**

The Operators Payments Report is a requirement of the Local Coordinating Board and Planning Agency Operating Guidelines to ensure that operator payments are addressed as a standard agenda item. An attachment of the report is included.

**D. American's with Disabilities Act 26<sup>th</sup> Anniversary**

Twenty-six years ago, the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 by President George H.W. Bush. The civil rights legislation showed a national commitment to eliminate discrimination against people with disabilities and to increase inclusion in all aspects of community life, including employment. Time permitting, the Board will watch a short video on the passage of the Americans with Disabilities legislation <https://www.youtube.com/watch?v=4RQiIT9Jd0>.

**E. Blind Americans Equality Day**

In 1964, Congress passed a resolution allowing former President Lyndon Johnson to proclaim October 15 to be "White Cane Safety Day". Besides serving as a national observance in the United States, it enables us to celebrate the achievements of people who are blind or visually impaired and the important symbol of blindness and a tool of independence, the white cane. In 2011, "White Cane Safety Day" was named "Blind Americans Equality Day" by President Barack Obama. A resolution declaring October 15, 2016 as "Blind Americans Equality Day" will be presented to the MetroPlan Orlando Board at the September meeting for their approval. A copy of the draft resolution is provided for information.

**XI. UPCOMING MEETINGS AND EVENTS OF INTEREST**

- *Community Advisory Committee - August 24 at 9:30 a.m.*
- *Transportation Systems Management & Operations - August 26 at 8:30 a.m.*
- *Technical Advisory Committee - August 26 at 10:00 a.m.*
- *Municipal Advisory Committee - September 8 at 9:30 a.m.*
- *MetroPlan Orlando Board meeting - September 14 at 9:00 a.m. (Osceola County Council on Aging, Kissimmee, FL)*
- *Quality Assurance Task Force - October 18 at 10:00 a.m.*
- *FPTA & CTD Annual Training & Workshop, Jacksonville, FL - 12/11/2016-12/14/2016*

**XII. MEMBER COMMENTS**

**XIII. PUBLIC COMMENTS (GENERAL)**

**XIV. ADJOURNMENT - Next meeting: November 10, 2016 - Annual Public Hearing & Rider's Forum (Location: TBD)**

If any person with a disability as defined by the Americans with Disabilities Act (ADA) needs special accommodations to participate in this proceeding, he or she should contact Ms. Cathy Goldfarb at MetroPlan Orlando, 250 S. Orange Avenue, Suite 200, Orlando, FL, (407) 481-5672, ext. 315, not later than two (2) business days prior to the proceeding.

**TAB 1**

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ORANGE/ OSCEOLA/ SEMINOLE COUNTIES JOINT TRANSPORTATION  
DISADVANTAGED LOCAL COORDINATING BOARD

DATE: Thursday, May 12, 2016  
TIME: 10:00 a.m.  
LOCATION: MetroPlan Orlando Board Room  
250 S. Orange Avenue, Suite 200  
Orlando, Florida 32801

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Commissioner Pete Clarke, Presiding

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Members in attendance were:

Commissioner Pete Clarke, Orange County, **Chairman**  
Commissioner Michael Harford, Osceola County  
Commissioner Lee Constantine, Seminole County, **Vice-Chairman**  
Ms. Milagros Chervoni, AHCA/Medicaid  
Ms. Marilyn Baldwin, Disabled  
Mr. Mike Barnett, Public Education  
Ms. Milagros Carrion, Medical Community  
Ms. Crystal Ford for Mr. Tom Daniels, Orange County EMS (*non-voting*)  
Mr. Randall Hunt, Senior Resource Alliance  
Ms. Sharon Jennings, Agency for Persons with Disabilities  
Mr. Tim May, LYNX (*non-voting*)  
Mr. Robert Melia, LYNX TAC designee (*non-voting*)  
Mr. Wayne Olson, Dept. of Education & Vocational Rehabilitation  
Ms. Jo Santiago, FDOT  
Mr. Dwight Sayer, Citizen Advocate (System User)  
Ms. Marsha Shapiro, Citizen Advocate  
Mr. Chris York, For-Profit Operator

Members not in attendance were:

Mr. Win Adams, Elderly  
Ms. Dianne Arnold, Economically Disadvantaged  
Master Sargent Jose Pizarro, Veterans

Mr. Wilfredo Raices, State Coordinating Council of Early Childhood

**Others in attendance were:**

Mr. Benjamin Gonzalez, LYNX  
Ms. Kasia Castro, LYNX  
Ms. Stephanie Hensley, MV Transit  
Ms. Virginia Whittington, MetroPlan Orlando  
Ms. Cathy Goldfarb, MetroPlan Orlando

A complete list of other attendees may be obtained upon request.

**I. CALL TO ORDER**

Chairman Pete Clarke called the meeting to order at 10:00 a.m.

**II. PLEDGE OF ALLEGIANCE**

Mr. Randy Hunt led the committee in the pledge of allegiance.

**III. CONFIRMATION OF QUORUM**

Ms. Cathy Goldfarb confirmed that a quorum was present.

**IV. AGENDA REVIEW**

Ms. Virginia Whittington told TDLCB members that there were no changes to the agenda. She noted that agenda item VII,B required a roll call vote. Ms. Whittington introduced new MetroPlan Orlando staff members, Ms. Crystal Mercedes, who was in attendance, and Ms. Elizabeth Whitton, who was not able to attend the meeting.

**V. PUBLIC COMMENTS ON ACTION ITEMS**

Mr. Richard Alleyne, Lighthouse Central Florida, commented that Lighthouse Central Florida has 500 clients and staff members who use ACCESS LYNX each year. He requested that Lighthouse Central Florida be used as a resource for insight and feedback on the ACCESS LYNX service. Mr. Alleyne added that TDLCB has made every effort to improve the service, however more can be done.

Ms. Heather Markgraf, Lighthouse Central Florida, commented that Lighthouse Central Florida has young people ages 14 to 22 who use ACCESS LYNX and she felt that safety was an issue. She had concerns regarding clients being stranded and needing to find alternate means of transportation.

Ms. Margie Hogel, Lighthouse Central Florida staff member, commented that she has used ACCESS LYNX for three years and is frustrated with the service. She told TDLCB

members about her experience being stranded at Orlando International Airport and eventually having to take Uber home.

## **VI. CONSENT AGENDA**

### **A. Approval of minutes of previous meeting**

The minutes of the February 11, 2016 Transportation Disadvantaged Local Coordinating Board meeting were provided.

**MOTION:** Ms. Marsha Shapiro moved approval of the consent agenda. Mr. Dwight Sayer seconded the motion, which passed unanimously.

## **VII. ACTION ITEMS**

### **A. Approval of the 2014-2015 CTC Evaluation Report**

Pursuant to Florida Statutes 427.15 the performance of the Community Transportation Coordinator (CTC) shall be evaluated based on the Commission for the Transportation Disadvantaged approved evaluation criteria by the coordinating board annually. A copy of the evaluation report was provided and, after approval, will be submitted to the MetroPlan Orlando Board and the Commission. Ms. Virginia Whittington told committee members that the CTC evaluation was conducted at the February 11 TDLCB meeting. She called attention to three areas that staff identified to improve. Those areas included continuing to work on improving on-time performance, improve call hold time, and provide TDLCB with additional presentations to help members understand how ACCESS LYNX handles things such as billing, and trip allocation. Ms. Whittington reported that she recently visited MV Transportation to conduct a vehicle inspection and found the agency was well organized, well run and was providing good customer service. The vehicle inspection, she noted, was part of a report she was required to submit to the Commission for Transportation Disadvantaged.

**MOTION:** Ms. Marilyn Baldwin moved approval of the 2014-2015 CTC Evaluation Report. Ms. Marsha Shapiro seconded the motion, which passed unanimously.

### **B. Approval of the Transportation Disadvantaged Service Plan (TDSP) Annual Update**

Mr. Tim May and Ms. Kasia Castro, LYNX, presented updates to the Transportation Disadvantaged Service Plan and the Community Connector Plan component of the plan. The TDSP is an annually updated tactical plan jointly developed by the Planning Agency and the Community Transportation Coordinator that contains development, service, and quality assurance components. The TDLCB reviews and approves the TDSP and it is submitted to the Commission for the Transportation Disadvantaged for final action. Mr. Tim May told TDLCB members that this year's update was a



minor one and a major update is required every five years. He reported that items updated included the introduction page, the provider list, goals and objectives along with their dates and assignment, and the CTC report. Ms. Kasia Castro, he added, would be providing an update on the Community Connector Plan which is incorporated into the TDSP. Ms. Castro told committee members that she worked with Mr. May on incorporating the Community Connector Plan (CCP) into the TDSP given the resources that ACCESS LYNX has available. She reported that they identified the issues and needs of the TD population through public workshops, stakeholder workshops and the CCP Steering Committee. Those issues and needs, she added, included new technology, better communication between agencies, and improving the quality of customer service. Ms. Castro noted that two presentations were slated for later in the agenda on new ACCESS LYNX technology that will help improve operational efficiency. She told TDLCB members that customer service was a main priority and additional training was being conducted to help staff take in the needs of clients and help them be more customer friendly. In addition, she added, ACCESS LYNX staff is working with the Center for Urban Transportation Research on a "Train the Trainer" project. Ms. Castro noted that the final CCP document would be incorporated into the TDSP prior to being submitted to the CTD. Ms. Milagros Carrion commented that she would like more information on the "Train the Trainer" project. Mr. May responded that there will be many updates on that project. A roll call vote was required for approval of the TDSP.

Ms. Whittington thanked Ms. Sharon Jennings, Ms. Marilyn Baldwin and Mr. Win Adams for their participation on the Community Connector Plan Committee.

**MOTION:** Commissioner Lee Constantine moved approval of the Transportation Disadvantaged Service Plan (TDSP) Annual Update. Ms. Marilyn Baldwin seconded the motion, which passed unanimously. (Roll call conducted)

#### **C. Approval of the 2016-2017 Rate Calculation Worksheet**

Each year, the Florida Commission for the Transportation Disadvantaged (CTD) reviews and approves prices charged by transportation operators for rides purchased in the Coordinated Transportation System. The rate approval process begins with completion of the rate model spreadsheet. The information put into the spreadsheet considers past, current, and projected costs and revenues associated with the area's transportation services.

The rate model spreadsheet is updated each year to adjust for continuously changing factors related to capital equipment and replacement; local, state and federal subsidies that offset the cost of services; service demand changes; expenses that experience large changes, such as fuel; and anticipated or actual profits or losses.

The following is ACCESS LYNX's TD rates per trip for FY2016-17. At the request of the CTD, these rates do not include ADA expenses. In addition, LYNX no longer provides stretcher trips.

Type of Trip	FY2016 Rates	FY2017 Rates
Ambulatory	\$21.12	25.05
Wheelchair	\$36.21	42.95

Mr. Tim May told TDLCB members that the current rate calculation figures had all subsidized funding removed at the request of the CTD, which resulted in all ADA funds being removed. He noted that the figures presented were only TD funds and represented the actual trip cost for ACCESS LYNX. Mr. Dwight Sayer asked if he could have a copy of the rate calculation worksheet. Mr. May responded that he would provide a copy of the worksheet in Excel for Mr. Sayer and it would also be available on the LYNX website after it is transmitted to the CTD.

**MOTION:** Ms. Marsha Shapiro moved approval of the FY2016-2017 Rate Calculation Worksheet. Commissioner Lee Constantine seconded the motion, which passed unanimously.

#### **D. Request for Revision to ACCESS LYNX's No-Show Suspension Policy**

Last year, the LCB approved a requested change to ACCESS LYNX's No-Show policy from three hours to one hour advance notice which resulted in a 34% decrease in no shows. Similarly, Mr. Tim May addressed the LCB and requested the following change to ACCESS LYNX's No Show Suspension Policy.

Currently, if a customer has 5 or more verifiable "no shows" in a 90-day period, the customer is suspended for a period of 30 days. The customer is given a 3-week notice to make alternate transportation arrangements. This policy was approved by the Local Coordinating Board back in 2003.

It is the opinion of LYNX paratransit management staff that this suspension period was severe and should be adjusted. Approval of the following recommendations were requested:

- Analyze customer no shows on an individual basis and look for trends such as only occurring on Mondays, or certain other days.
- Contact the customer to see if ACCESS LYNX can be of any assistance in avoiding no shows.
- Set the first suspension to one-day, and if the issue persists, increase incrementally to a total of five days.
- Allow for the same three week notification period.

Mr. May told committee members that the current no-show policy was outdated and TDLCB's approval was required to revise the policy. He noted that there needed to be more analysis of individual no-shows to find out why they were occurring and possibly assist with issues causing the no-shows.

**MOTION:** Commissioner Lee Constantine moved approval of the revision to ACCESS LYNX's no-show suspension policy. Ms. Milagros Carrion seconded the motion, which passed unanimously.

## **VIII. PRESENTATIONS & STATUS REPORTS**

### **A. LYNX Real Time Reservation Technology**

Mr. Doug Jamison, Senior ITS Developer, LYNX gave a presentation on real time reservation technology currently being beta tested for future deployment. Mr. Jamison told TDLCB members that the technology being tested would provide curb to curb service according to a rider's schedule. Trips, he noted, could be booked through an app, through the internet, or by contacting a customer service representative. Mr. Jamison added that riders would be able to review their trip information and the current status of the trip. The technology, he reported is currently being field tested to identify any issues that need to be resolved. Mr. Dwight Sayer asked if the system was being tested on talkback. Mr. Jamison responded that it was not yet being tested on talkback as they were still working on resolving issues identified already. Commissioner Harford inquired about the ability to book a trip for someone else. Mr. Jamison responded that the system would be account based with a user name and password so that as long as someone had that user name and password, they could access the trip reservation information for another individual. He added that whoever needed to access the information would need to be logged in for all involved to view the trip information. Mr. Jamison informed committee members that a system of 470 requirements had been developed to be tested and additional testing would be conducted in June 2016. He noted that staff will be testing the system prior to it going live. Discussion ensued regarding payment options, time frame for implementation, and accommodating disabled users. Mr. Jamison responded that payment would be handled by the driver, the earliest time frame for implementation would be July 2016, and he had discussed the system with representatives from Lighthouse Central Florida that were in attendance before the meeting. Commissioner Constantine commented that the technology sounded like what was being developed for Flexbus and he asked what the LYNX technology had in correlation to the Flexbus grant. Mr. Jamison responded that the base technology was part of the original development for Flexbus, however, it had some features added since Flexbus was a stop to stop system. Commissioner Constantine asked where the app was for Flexbus. Mr. Jamison responded that a license for the technology was secured by both LYNX and Flexbus. Commissioner Constantine asked if LYNX was discussing the technology with the cities that had funded the Flexbus initiative. Mr. Jamison responded that he had been discussing the technology with the City of Altamonte and he has kept the lines of communication open.

### **B. MV Transportation MOBI Demonstration**

Mr. Chris York and Ms. Stephanie Hensley, MV Transit, gave a demonstration of MOBI, a real time bus tracking website currently being tested, that will be available to ACCESS LYNX riders for trip scheduling and vehicle arrival/departure updates. Mr. York told TDLCB members that MV is excited about the project, which is currently up and running. He offered to demo the website for committee members after the meeting. Mr. York noted that he will be providing outreach on the website to area

locations starting the next week. He added that use of the system will hopefully help cut down on call hold times. Ms. Hensley reviewed the steps for using the MOBI system, which provides real time information on a client's trip. Mr. Dwight Sayer asked if the program was similar to a spider web based system and if it had been tested with desktop readers, Talk Back and Siri. Ms. Hensley responded that it was similar to a spider web based system and she will look into if it had been tested with desktop readers, Talk Back and Siri. Ms. Whittington noted that if Ms. Hensley gets her the information on the testing, she will forward it to committee members. Discussion ensued regarding interacting with Neighborlink, developing an app, time frame for testing, and an option for cancelling a trip. Mr. York commented that the system is new to Orlando, but is not new to MV Transportation. Ms. Jo Santiago asked if notifications can be provided if there is an issue with a vehicle through MOBI. Ms. Hensley responded that the system connects the client to the trip and the driver, but no actual verbal communication is conducted. Ms. Whittington inquired about ownership of the program. Mr. York responded that MV owns the technology.

### C. 2016 Florida Legislative Session Wrap Up

Ms. Virginia Whittington, MetroPlan Orlando, provided a brief overview of the 2016 Florida Legislative session. She told TDLCB members that the 2016 legislative priorities included five top priorities along with those to support, monitor and oppose. The first of the top priorities was to seek funding for quiet zones and a request for \$10 million passed both the House and the Senate, but was vetoed by the Governor. She said she had been told that the reason for the veto was due to funds remaining from an original \$10 million quiet zone funding allocation request. The second top priority, she reported, was SunRail Phase III, the connection to Orlando International Airport, which FDOT had included \$5 million in their work plan for planning and an additional \$20 million was allocated for the project in 2020. Ms. Whittington informed TDLCB members that the third top priority was funding for bicycle and pedestrian safety programs and there was no action on that item. The fourth priority was funding to assist LYNX with mitigating operational challenges during the I-4 construction and she noted that LYNX was awarded a \$1 million allocation. Ms. Whittington told committee members that the final top priority was to increase penalties for distracted driving, but that no bills were passed in regards to distracted driving.

Ms. Whittington told committee members that there were six items included to support; preserving the State Transportation Trust Fund, authorizing a local option rental car surcharge, increasing funding for the Transportation Regional Incentive Program (TRIP), strengthening language in statutes to better address pedestrian and bicyclist safety, developing a plan to move Florida toward a Mileage Based User Fee in lieu of the traditional fuel tax, and expanding the Charter County and Regional Transportation System Surtax to municipalities over 150,000 in population. She noted that there was no action taken on these items.

Ms. Whittington spoke briefly about the new transportation bill which reallocated \$10 million to Florida Seaports and economic development, and made a statutory change regarding autonomous vehicles advancing that program for the state. She added that the bill also allowed FDOT to assume some project environmental review

through National Environmental Policy Act (*NEPA*), and authorized an FDOT finance corporation as an issuer of debt to finance projects, which will help leverage public/private partnerships. In addition, she noted, language had been revised regarding work program amendments adding a level of review. Ms. Marsha Shapiro asked if there will be accounting procedures in place for the new FDOT financing corporation. Commissioner Constantine responded that there would be accounting procedures in place. He told committee members that this particular entity would fall under the Department of Transportation, which is under the executive branch of the Governor's office, and each entity has a trust fund associated with it that oversees where funds are, how they are spent, etc.

Commissioner Constantine commented that regarding the LYNX board legislation, there was a cyclical aspect to these efforts, such as when legislation was proposed to change the Expressway Authority board in 2003. He noted that these types of proposed legislative changes generally arise from issues experienced by local constituents and jurisdictions. He told TDLCB members that he met with new LYNX CEO, Edward Johnson, and suggested that it would be beneficial if LYNX would work together with other entities to get past issues, such as Flexbus, that can trigger proposed legislative changes to their board.

## **IX. GENERAL INFORMATION**

### **A. Ombudsman Report:**

A summary of the communication made directly to the Commission for the Transportation Disadvantaged office from riders, providers, or others that require direct interaction with the customer or other entities was unavailable due to technical difficulties at the state level.

### **B. Planning Grant Update Report**

A quarterly progress reports of transportation disadvantaged planning accomplishments and planning contract deliverables as outlined in the planning grant agreement was provided.

### **C. LYNX/Community Transportation Coordinator (CTC) Update**

A report on current and ongoing operations was provided. Mr. Tim May, ACCESS LYNX, reported that LYNX recently hired Mr. Edward Johnson as the new CEO. He told TDLCB members that Mr. Johnson had previously worked at LYNX for a number of years and he looked forward to working with him again. Mr. May called attention to the Center for Transportation Research (CUTR) Train the Trainer program that would help provide mobility enhancement and asked for any volunteers who would like to sit on the committee for the project. Ms. Marilyn Baldwin inquired about the status of the paratransit Request For Proposals (RFP) process. Mr. May responded that RFP had been submitted to the LYNX lawyers and they were looking for a quick turnaround to get it advertised.

#### **D. Report of Operator Payments**

The Operators Payments Report is a requirement of the Local Coordinating Board and Planning Agency Operating Guidelines to ensure that operator payments are addressed as a standard agenda item. An attachment of the report was provided.

#### **E. Monthly Paratransit Statistical Breakdowns**

A copy of the Monthly Paratransit Statistical Breakdowns was provided.

#### **X. UPCOMING MEETINGS AND EVENTS OF INTEREST**

- *Quality Assurance Task Force - TBA*
- *MetroPlan Orlando Board meeting - July 13, 2016 at 9:00 a.m.*

#### **XI. MEMBER COMMENTS**

Mr. Dwight Sayer told TDLCB members that the National Federation for the Blind will be holding their 2016 National Convention at the Rosen shingle Creek the first week of July. He added that the World Blind Union will be holding their General Assembly August 18-25 in Orlando.

Ms. Marilyn Baldwin thanked MetroPlan Orlando and LYNX staff for all their help on behalf of paratransit riders.

#### **XII. PUBLIC COMMENTS (GENERAL)**

None.

### XIII. ADJOURNMENT

The next TDLCB meeting is scheduled on August 11, 2016.

**MOTION:** Commissioner Lee Constantine moved to adjourn the TDLCB Meeting. Mr. Win Adams seconded the motion, which passed unanimously.

There being no further business the meeting adjourned at 11:18 a.m. Respectfully transcribed and submitted by Ms. Cathy Goldfarb.

Approved this 11th day of August, 2016.

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Chairperson, Orange, Osceola, Seminole  
Counties Joint Transportation Disadvantaged  
Local Coordinating Board

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Cathy Goldfarb, Senior Board Services Coordinator  
and Recording Secretary

*As required by Section 286.0105, Florida Statutes, MetroPlan Orlando hereby notifies all interested parties that if a person decides to appeal any decision made by MetroPlan Orlando with respect to any matter considered at such meeting or hearing, he or she may need to ensure that a verbatim record is made to include the testimony and evidence upon which the appeal is to be based.*

**TAB 2**

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## **August, 2016 CTC Report**

LYNX staff completed the quarterly compliance audit of MV Transportation, Inc. This inspection audits approximately 25% of the driver files, 25% of the vehicle records, 50% of the drug and alcohol testing records, and 25% of the fleet. MV was found to be in compliance with a few minor issues that were immediately addressed.

Immediately after the tragic events at the Pulse Nightclub near downtown Orlando, LYNX was called in to action by the Emergency Operations Center at Orange County. Fixed route buses were dispatched to the scene to transport witnesses to the Orlando Police Department for statements. In addition, ACCESS LYNX vehicles were staged at the Beardall Senior Center, where the initial victim resource center was located, Camping World Stadium where mental health experts were available for counselling, the Orlando International Airport, to assist the family members of victims get from the airport to their families, and the Hampton Inn near ORMC. These vehicles were available for several weeks after the tragedy, and LYNX as a whole transported over one thousand people as a direct result of the tragedy.

Between May 1, and August 1, 2016, LYNX staff has attended a total of 11 public outreach initiatives, with the most recent being at the Life Care Center - Altamonte in Seminole County, as well as over 100 facility visits since our last report. This brings the total public outreach initiatives to 31, and over 300 facility visits since the beginning of the year.

LYNX was awarded a grant to purchase 6 new paratransit vehicles. The grant was awarded through the Florida Department of Transportation (FDOT) and Federal 5310 dollars. The vehicles will be ordered as soon as the state selects manufacturers that will be a part of the State Vehicle Purchasing Program.

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.: G0C73	Vendor No.: 59-3363667

## FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st 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 METROPLAN ORLANDO, 315 East Robinson Street, Suite 355, Orlando, Florida 32801, hereinafter called the Grantee.

### W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to 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 \$98,413.00. 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 \$98,413.00 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](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

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

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](http://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.	G0C73
AGREEMENT	
DATE	July 1, 2016

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

**GRANTEE: METROPLAN ORLANDO**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

BY: Harold W. Baum

BY: Steve Holmes

TITLE: EXECUTIVE DIRECTOR

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C73
AGREEMENT	
DATE	July 1, 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 METROPLAN ORLANDO, 315 East Robinson Street, Suite 355, Orlando, Florida 32801.

**I. PROJECT LOCATION:** Orange, Osceola, Seminole 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 30<sup>th</sup> 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.	G0C73
AGREEMENT	
DATE	July 1, 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 METROPLAN ORLANDO, 315 East Robinson Street, Suite 355, Orlando, Florida 32801.

#### 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 \$98,413.00 for related planning services in Orange, Osceola, Seminole County(ies)

Task 1	17%	\$16,730.21
Task 2	15%	\$14,761.95
Task 3	40%	\$39,365.20
Task 4	4%	\$3,936.52
Task 5	4%	\$3,936.52
Task 6	4%	\$3,936.52
Task 7	4%	\$3,936.52
Task 8	4%	\$3,936.52
Task 9	4%	\$3,936.52
Task 10	4%	\$3,936.52
<b>TOTAL:</b>	<b>100%</b>	<b>\$98,413.00</b>

#### II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$98,413.00</u>
<b>Total Project Cost</b>	<b><u>\$98,413.00</u></b>

#### 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.	G0C73
AGREEMENT	
DATE	July 1, 2016

## EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and METROPLAN ORLANDO, 315 East Robinson Street, Suite 355, Orlando, Florida 32801.

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.	G0C73
AGREEMENT DATE	July 1, 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:** \$98,413.00

\*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>



August 1, 2016

The Honorable Pete Clarke, Orange County Commissioner,  
Chairman Transportation Disadvantaged Local Coordinating Board  
c/o MetroPlan Orlando  
250 S Orange Ave., Suite 200  
Orlando, Florida 32801

Dear Commissioner Clarke,

Contracted operators are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Trip/Equipment Grant executed between the Commission and LYNX as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party subcontracts 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 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 payment 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 one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this 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*

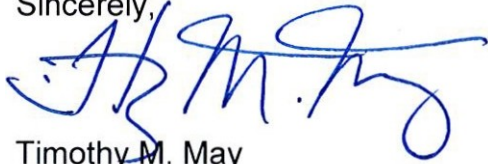


*provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.*

Our contractor, MV Transportation, is notified annually in writing that if they feel that LYNX is not fulfilling the obligations as outlined in the above paragraph , they may seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084) or the State of Florida Attorney General's Office at 1-800-892-0375.

With this letter, I am certifying to the Local Coordinating Board that LYNX has met the above timely payment requirements to our contractor for the period of May 1, 2016 through August 1, 2016.

Sincerely,



Timothy M. May  
Manager of Paratransit Operations - LYNX

cc: The Joint Transportation Disadvantaged Local Coordinating Board of  
Orange, Osceola, and Seminole Counties (via MetroPlan Orlando)  
Edward L. Johnson, Chief Executive Officer, LYNX



JUL  
26

## 26th Anniversary of the Americans with Disabilities Act

*Posted by Bryna Helfer, Deputy Assistant Secretary for Public Engagement and Senior Advisor for Accessibility and Workforce Development*

Twenty-six years ago today, President George H.W. Bush signed into the law the Americans with Disabilities Act (ADA). This landmark civil rights legislation prohibits discrimination and guarantees equal access to opportunity for persons with disabilities.

As Secretary Foxx has [said](#), "The heart of the Americans with Disabilities Act is access to transportation." At the Department of Transportation, we are committed to building a 21st century transportation system that is accessible for all Americans.



*Photo courtesy of Tom Olin*

Across the country we've improved access to public transit since ADA went into effect in 1990. Today, nearly 100 percent of transit buses and key transit stations across the country are ADA-compliant.

Over the past year, we've improved accessibility at our nation's airports by requiring relief areas for service animals in each terminal and for airports and carriers to work together to provide lifts if accessible boarding bridges for passengers are not available. Airports are also now required to have high-contrast captioning on televisions and audio-visual displays.

Under Secretary Foxx's [leadership](#), we're also working to make it easier for individuals to submit their concerns to DOT about accessibility on sidewalks, buses, trains, and planes.

As we celebrate the 26th anniversary of the ADA, the men and women at the Department of Transportation will continue to work to ensure that our transportation system will be accessible for every American.



**RESOLUTION NO. 16-XX**

**SUBJECT:**

**Declaring October 15, 2016 as “Blind Americans Equality Day”  
in the Orlando Metropolitan Area**

**Whereas**, in 1964, Congress passed a resolution allowing former President Lyndon Johnson to proclaim October 15 to be “White Cane Safety Day”; and

**Whereas**, it is important that all residents in the Orlando Metropolitan Area that are blind or visually impaired have the opportunity to live active, independent lives; and

**Whereas**, approximately 32,000 residents in Central Florida are blind or visually impaired; and

**Whereas**, for Floridians who are blind or visually impaired, the white cane is an important tool for self-reliance and full participation and inclusion in our society; and

**Whereas**, the use of white canes, dog guides, and public and private transportation programs has ensured Floridians who are blind or visually impaired can travel efficiently and safely, breaking down barriers to success and independence; and

**Whereas**, in 2011 “White Cane Safety Day” was named “Blind Americans Equality Day” by President Barack Obama; and

**Whereas**, President Obama called upon public officials, business and community leaders, educators, librarians, and Americans across the country to observe this day with appropriate ceremonies, activities, and programs; and

**Whereas**, we recommit to forging ahead with the work of perfecting our Union and ensuring we remain a Nation where all our people, including those living with disabilities, have every opportunity to achieve their dreams.

NOW, THEREFORE, BE IT RESOLVED by the MetroPlan Orlando Board that October 15, 2016 is designated as

**"Blind Americans Equality Day"**

Passed and duly adopted at a regular meeting of the MetroPlan Orlando Board on the 14<sup>th</sup> day of September, 2016.

**CERTIFICATE**

The undersigned duly qualified serving as Chairman of the MetroPlan Orlando Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the MetroPlan Orlando Board.

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Honorable Scott Boyd, Chairman

Attest:

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Lena E. Tolliver,  
Senior Board Services Coordinator  
and Recording Secretary